



REQUEST FOR PROPOSAL
RFP 15/16-05

Voice Over Internet Protocol
(VoIP) Unified Messaging
System

PURCHASING DEPARTMENT MS #27
4200 Congress Avenue
Lake Worth, FL 33461

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ATTACHMENT A - Financial Attestation Form <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

ATTACHMENT B – References <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

ATTACHMENT C – Desktop Video Questionnaire <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

1.0 INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

1.1 **GENERAL COLLEGE INFORMATION.** Palm Beach State College (hereinafter referred to as the "College") provides higher education and, technical and occupational training for the residents of Palm Beach County, its district by law, as well as a number of international students. As one of the twenty eight state colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. The College employs more than 2,400 full-time and part-time staff and faculty and is ranked as the 11th largest producer of associate degrees in the country. Palm Beach State College serves more than 47,000 students annually. Up-to-date enrollment information can be found at: <http://www.palmbeachstate.edu/crm/publications/fast-facts.aspx>.

1.2 **PURPOSE OF RFP.** The primary objective of this Request for Proposal (RFP) is to seek proposals from qualified vendors provide a Voice Over Internet Protocol (VoIP) Unified Messaging System for the College.

The intent of the Request for Proposal process is to select one firm to provide a Voice Over Internet Protocol (VoIP) Unified Messaging System to the College. The selection will be made upon careful evaluation of all proposals. Once selected, the District Board of Trustees of Palm Beach State College will consider contracting with that firm for the services pursuant to this RFP. The College reserves the right to add services during the contract period under the same terms and conditions of this agreement. Palm Beach State College reserves the specific right to award this contract based on non-economic factors if, in the opinion of the College, it is in the College's best interest.

1.3 **RFP CONTACT and SUBMITTAL OF QUESTIONS.**

CONTACT:	David Chojnacki	EMAIL:	purchasing@palmbeachstate.edu
TELEPHONE:	561-868-3465	FAX:	561-868-3460

Questions must be received, in writing, on or before the date established in the tentative calendar in section 1.5. Any question(s) which requires a response which amends the RFP document in any way will be answered via addendum by the Purchasing Department available on our website <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>. Any verbal or written information received by proposers, which is obtained by any means other than this RFP document or by Addenda, shall not be binding on the College.

1.4 **CONTACT AFTER PROPOSER'S SUBMITTAL (CONE OF SILENCE).** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of the RFP and prior to the contract being awarded unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

1.5 **TENTATIVE CALENDAR.**

The following are important pre-scheduled dates regarding the RFP, though all dates are subject to change, if required.

Release of RFP	01/18/16
Pre-proposal Conference (Attendance Strongly Encouraged)	02/02/16
Deadline for Written Questions from Vendors	02/12/16
Answers to Questions posted on Palm Beach State College Purchasing website: http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	02/19/16
Proposals Due 2 p.m. local time	03/01/16
Committee Evaluations	03/02/16 to 03/18/16
Board of Trustees Meeting/Award Approval	04/12/16
Posting date of Award Recommendation	04/13/16
Deadline – Signed contracts to the College	04/29/16
Contract Commencement	05/16/16

Any change to the above calendar dates **will be posted** on the Palm Beach State College Purchasing website:
<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>

1.6 **SUBMITTAL REQUIREMENTS.** Proposers are required to organize their proposals in accordance with Section 6.0. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined. Proposal must be submitted in a sealed package to the Purchasing Department of Palm Beach State College, 4200 Congress Avenue, MS # 27, Lake Worth, FL 33461, on or before 2:00 p.m. local time on the date established in Section 1.5, Tentative Calendar. Proposal must be submitted in a sealed package with the number and title of this solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered.

Submittal package must include: One (1) complete, hard copy proposal with a signed Required Response Form.
One (1) complete proposal in one (1) Adobe.pdf File Format on USB.

1.7 **PROPOSERS' CONFERENCE.** A Proposers' Conference will be held as follows:

<p>9:00 a.m. February 2, 2016 CE118 4200 S Congress Avenue, Lake Worth, FL 33461</p> <p>Room Location Map: http://www.palmbeachstate.edu/purchasing/documents/lakeworthmap-CEBldg.pdf</p>
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Representatives from all interested companies are invited to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Purchasing website at <http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>. All questions shall be submitted in accordance with Section

1.3. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released posting on our website.

- 1.8 **SUBSEQUENT RESEARCH/SURVEY CAMPUS VISITS.** Any subsequent site visits desired by any Contractor who attended the Proposer's Conference, must be by appointment only. Please contact David Chojnacki, Procurement Director, Purchasing Department, to arrange your visit (phone 561-868-3465). All representatives of proposing Contractors must adhere to the following rules and policies:
- Have prior written permission from Mr. Chojnacki to visit the facilities as other than a normal customer in retail operations/public areas.
 - Do not disrupt normal business operations by speaking to the management and staff teams.
- 1.9 **IMPLIED AGREEMENT.** By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this RFP.

2.0 SPECIAL CONDITIONS

- 2.1 **AWARD OF CONTRACT.** Firms will be evaluated by a Selection Committee on their qualifications and abilities to successfully perform the scope of services as indicated herein. The College reserves the right to make award to a single contractor, or more than one contractor, or to include an award that designates one or more alternates, or to reject any or all proposals received.
- 2.2 **CONTRACT TERM.** None, this is a single procurement with installation.
- 2.3 **JOINT VENTURES.** In the event multiple proposers submit a joint submittal, a single proposer shall be identified as the Prime Proposer. If offering a joint submittal, Prime Proposer must include the name and address of all parties of the joint submittal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 2.4 **INSURANCE REQUIREMENTS.** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.
- A. Commercial General Liability Insurance:

Per Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$2,000,000
Umbrella Liability	\$2,000,000

 - B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.

 - C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.

 - D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

 - E. Palm Beach State College and it's District Board of Trustees must be listed as additional insured.

 - F. Insurance Certification must contain a provision for notification to College 30 days in advance of any material change in coverage or cancellation.

 - G. The College **shall be named as an additional insured with reference to this RFP.** Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: "The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions, and agreements of **(RFP 15/16-05)** entitled **VoIP VOICE OVER INTERNET PROTOCOL UNIFIED MESSAGING SYSTEM** from date of commencement to six months after date of completion."

- H. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- I. Prior to the commencement of any work the awardee must provide the College Purchasing Department with a Certificate of Insurance evidencing the above coverage and Palm Beach State College and it's District Board of Trustees listed as additional insured. The College will not accept "claims made" insurance policies.
- J. Any questions as to the intent or meaning of any part of the above required coverage's should be submitted in writing in accordance with Section 1.3.

3.0 REQUIRED RESPONSE FORM - VENDOR INFORMATION FORM

Purchasing Department
Palm Beach State College
4200 Congress Avenue MS#27
Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

RFP 15/16-06 VOIP VOICE OVER INTERNET PROTOCOL UNIFIED MESSAGING SYSTEM			
Vendor Name			
Bidding As (Check One)	Corporation	Individual	Other (Explain)
Address			
City		State	Zip Code
Telephone		Fax	
Email			
Representative Name			
Representative Title			
Signature			

4.0 SCOPE OF SERVICES

4.1 CURRENT ENVIRONMENT

4.1.1 The College currently uses a Nortel digital Private Branch Exchange (PBX) system for voice communications with rudimentary Call Center capability. Four College locations (Lake Worth, Palm Beach Gardens, Boca Raton, and Belle Glade) each have a physical PBX and a number of digital phones. One College location has Nortel IP phones that connect to VoIP circuitry installed into a Nortel digital PBX at the College Lake Worth location. The College currently uses Microsoft Office Communication Server and Lync Server for instant messaging, desktop sharing, desktop videoconferencing, and file transfers for internal users only. Videoconferencing rooms at some locations have end-of-service Tandberg videoconferencing systems. Voicemail is stored in Microsoft Exchange. Callcenters (ACDs) and Menus are run on CallPilot.

The College data network consists primarily of Cisco 2960 and 3560x switches connected at 10G with a few connected at 1G. The network is Quality of Service (QoS) enabled, and the switches are all Power over Ethernet (PoE) enabled and capable of supporting VoIP. See the College WAN diagram at XXXXXXXXXXXX for current topology. Belle Glade is connected at 250mb, not at 100mb as depicted in the diagram. Loxahatchee Groves campus is projected to be online for Fall 2016 and will be connected at a speed to not exceed 1G.

Current PRI count per location is:

- Lake Worth 3
- Palm Beach Gardens 1
- Boca Raton 1
- Belle Glade 1.....(12 channels)
- Loxahatchee Groves 1.....(projected)

4.2 DEFINITIONS

"Vendor Contract Administrator"	The Vendor's single point of contact for the College. Responsible for overseeing day to day operations of the contract for the Vendor.
"Customer"	Anyone that utilizes the College's Voice Over Internet Protocol (VoIP) Unified Messaging System including but not limited to, faculty, staff, students, student organizations, student employees, and the general public.
"Exclusivity"	The contractual opportunity to place equipment and provide services for the full or limited ability to sell Vendor's products.
"Fiscal year"	Normally, a 12 month period beginning July 1 through the following June 30.
"Respondent/ Proposer"	Any company that responds in full to the requests of this RFP and wishes to be considered as a candidate for providing a Voice Over Internet Protocol (VoIP) Unified Messaging System as described herein.
"Response/Proposal"	The material submitted by the Respondent/Proposer in answering this RFP.

"Solution"	The proposal's hardware/software product(s) that will be provided to the College under the vendor response to this RFP.
"College Contract Administrator"	Responsible for overseeing day to day operations of the contract on behalf of the College.
"College/the College"	Palm Beach State College, its employees, officers, and agents.
"College Sole Point of Contact"	The Respondents single point of contact at the College.
"Vendor/Contractor"	The company, its employees, officers, and the College contractors engaged by Palm Beach State College to provide a Voice Over Internet Protocol (VoIP) Unified Messaging System to the College.

4.3 **PROPOSED SCOPE**

- Voice Over Internet Protocol (VoIP) Unified Messaging System to supply six (6) College locations* and approximately 2,500 users within Palm Beach State College
- Unified Messaging Subscriber Mailboxes
- Voice Messaging / Voice Mail integrated with the College's Microsoft Exchange email system for delivery of voicemail to users
- Unified Communications
- Mobility
- Audio Conferencing
- Classroom-Based Videoconferencing
- Hot Desking
- Call Accounting System
- Telephone Sets
- Teleworker Capability
- Other Minimum Requirements
- General Requirements

4.4 MINIMUM REQUIREMENTS FOR SCOPE ITEMS

4.4.1 Voice over IP (VoIP) System - Voice telephony services utilizing Ethernet and T-carrier lines as the transmission medium

- (a) The College prefers that programming and management functions be completed by using a web-based tool.
- (b) Automatic Call Distributor (ACD)/Call center functionality for a total of 150 users across all College locations
- (c) Interactive Voice Response (IVR)
- (d) Attendant Console with night/day functionality (Manual and automatic)
- (e) College wide Directory accessible by attendants for ease of transfer
- (f) Call Forwarding Always functionality
- (g) Caller ID (for incoming calls, name and number received if presented; for outbound calls, College main number and internal user phone number and name)
- (h) Call conferencing for a minimum ten parties (Internal and External)
- (i) Personal speed dial lists
- (j) Distinctive ringing - internal versus incoming calls; one voice terminal versus others in a given work area
- (k) Group call pickup
- (l) Second incoming call appearance on individual stations
- (m) Music or announcement on hold
- (n) Enhanced 911 (E911) support
- (o) CALL BLOCK- Allow for incoming calls (specific numbers) to be either blocked, sent to specific number or announcement based upon the calling party ID
- (p) CALL PARK - Once a call is placed in the "park" condition, any station within the Solution may retrieve it by either dialing the appropriate access code or by pressing a special feature button on a station instrument
- (q) CALL TRACE- to enable a phone call recipient to mark a phone call as malicious (i.e. harassing, threatening, obscene, etc.) The phone Solution will then automatically trace the call or log for future reference
- (r) CALL TRANSFER- Ability to answer a call and then transfer it to any number
- (s) CONFERENCE CALLS - The ability to connect, at minimum, six but preferably more parties into one phone conversation
- (t) COLLEGEWIDE MESSAGE- Allow us to load a prerecorded message to front end the voicemail message of each user after which the user's individual message will play and the caller can leave a message
- (u) DIALING RESTRICTION - The ability to restrict a telephone to dialing only internal numbers, local 7 digit, national L/D or International numbers
- (v) DIRECTED CALL PICK-UP - A station user is able to answer calls ringing on any other station within the Solution by dialing a unique answer code of the particular station to be answered
- (w) DISTINCTIVE RINGING - Provides a unique pattern of station ringing to permit the user to distinguish internal from external call
- (x) FLEXIBLE DIALING PLAN - The Solution must be able to have a flexible dialing plan that would allow the College the ability to expand its extension dialing
- (y) INTERCOM - The ability to dial an internal number and automatically have the microphone turn on without having the person receiving the call pick up the handset. Called party must be able to respond to caller without lifting the handset. External calls shall ring the phone. This is not an auto-answer function.
- (z) HOT-LINE STATIONS – The ability for instruments to be specially programmed to dial a specific internal station number, external telephone number or "O" when the station user goes off-hook

- (aa) INCOMING DIGIT MANIPULATION - Ability to add, strip, or completely change the digits of any incoming DNIS, DID, or Tie Line number in order to reroute the call to the appropriate location
- (bb) LAST NUMBER REDIAL - Memory contained either within the system common equipment or within the station instrument; enables the station user to dial a special access digit and activate a speed calling treatment of the last 10 numbers that were dialed or received from/at that station instrument
- (cc) LEAST COST ROUTING WITH 6-DIGIT SCREENING - The ability to screen the first six digits of the dialed number, normally the NPA and NXX, to determine the least expensive trunk group on which to route the call
- (dd) MESSAGE WAITING - The ability to activate a message waiting lamp on the user's telephone from the attendant console, telephones with appropriate class of service, and voice mail systems
- (ee) MUSIC ON HOLD ACCESS - SYSTEM - Centralized availability of customer-provided audio source input for Solution-wide distribution to all "held call" conditions within the Solution, both for attendant and station use
- (ff) 911 DIAL PLAN - Users must be able to dial(w/o the access code) "911" for access to emergency services
- (gg) HUNTING - Allow calls to a busy number to advance to the first non- busy station Hunt Group functionality
- (hh) CALL FORWARDING - Allows a station user to program at any time any internal station number, and when activated by the station user, all incoming calls to that station shall be automatically re- routed to that preprogrammed internal or an external number.
- (ii) PROGRAMMABLE OUTGOING NUMBER DISPLAY – Allows the outgoing calling line identification for each telephone to be changed to any 10-digit number
- (jj) SPEED CALLING - Allows station users to assign abbreviated codes to programmed numbers
- (kk) DO NOT DISTURB - A facility that allows a station user to "busy-out" the station for temporary periods of time when the user does not want to be disturbed. While in activation, this facility does not prevent the station from initiating calls
- (ll) STATION MESSAGE DETAIL RECORDING - Provides a record of calls placed to or from a telephone station or attendant console, including starting time, call duration, all digits of the called/calling number, and the specific trunk or trunk group used
- (mm) TRAFFIC REPORTS - Provides the customer with detailed data on the traffic carried by the switching equipment, including peg counts, CCS (centum call statistics) measurements and overflow measurements for all trunks and trunk groups' attendant consoles, stations, features, and any time slot sensitive infrastructure of the proposed Solution
- (nn) VIRTUAL NUMBERS - Software based numbers
- (oo) VOICE PAGING ACCESS - Allows attendants and station users to dial/access customer-provided public address paging equipment
- (pp) ANALOG LINE CAPABILITY- For use with credit card machines, FAX machines, alarms, elevator phones.
- (qq) LOCATION SURVIVABILITY – All locations must be able to make internal and external voice and 911 calls in the event of WAN inaccessibility.
- (rr) TOLL CONTROL- Solution should allow a restriction of user access to trunk routes and/or specific external directory numbers.
- (ss) CALL CONTROL- System should allow control from a desktop/laptop computer client.

4.4.2 Unified Messaging Subscriber Mailboxes

- (a) E-mail Delivery - Deliver voice and fax messages to a user's e-mail Inbox with unique identifiers for each
- (b) Deliver new messages to users' voice mailbox and e-mail Inbox
- (c) Allow user to reply to an internal e-mail or voice mail message with voice or e- mail response
- (d) Allow users to save a voice message as a .WAV/MPEG file so that it can be attached to an e-mail message and sent to any e-mail address
- (e) Remove deleted messages from the e-mail Inbox and voice mailbox regardless of the interface used to delete them
- (f) Turn off message waiting light no matter what interface is used to listen to a new message
- (g) Change messages from "New" to "Read" no matter what interface is used to listen to a message

- (h) PC playback control will allow user to respond via e-mail, voice mail or direct dial, delete message, forward message, or save message
- (i) Solution should provide the ability to prioritize both voice and e-mail messages through the computer screen
- (j) Solution should not require any secondary login to voice mail or PC playback control client or playback browser in order to play messages
- (k) Solution should allow PC playback control for user to respond via e-mail, voice mail or direct dial, delete message, forward message, or save message
- (l) Solution should provide the ability to prioritize both voice and e-mail messages through the computer screen
- (m) Solution should allow a user to access and listen to their e-mail messages from their voice mailbox. Please indicate whether this feature would be supported

4.4.3 Voice Messaging / Voice Mail Solution (VMS)

- (a) Centrally Managed system
 - a. May consist of a single centralized system or networked site equipment with a single management interface
 - b. Minimum licensing for 5,000 voice mailboxes
 - c. Per-location voicemail survivability in the event of WAN inaccessibility is not required.
- (b) Auto Attendant - Provide multiple auto attendants or trees with the ability to do the following:
 - a. Play different multi-level greetings depending on the time of day, day of week, or day of year
 - b. Provide a directory that allows dial-by-number or dial-by-name
 - c. Provide separate auto attendant or trees for departmental use as required, each with the capability of independent and flexible schedules.
 - d. Allow single-digit option numbers
 - e. Provide zero-out option to predefined number or secondary tree
 - f. Allow us to load a prerecorded message to front end the voicemail message of each user after which the user's individual message will play and the caller can leave a message
- (c) Broadcast Message - Provide the ability for the Solution administrator or operator with the appropriate password to send a message to all users on the voice messaging system
- (d) Call Answer - Calls will be answered on the first ring and be time and date stamped
- (e) Disconnect Detection - The solution must detect that a caller has hung up and immediately disconnect and restore the line to service
- (f) Dual Tone Multi Frequency (DTMF) Signaling - The solution must be able to receive and generate standard DTMF tone signaling
- (g) Escape – Solution should allow A caller to have VMS escape options before or after leaving a message by dialing 0 to reach an operator or up to five digits to a number
- (h) Forwarding - The following forwarded call types must be accommodated by the VMS:
 - a. Internal calls within the telephone system
 - b. Analog DID, Centrex, 1FBs, or PRI digital service
 - c. Toll-free lines
 - d. Tie trunk
- (i) Identification (Pass Codes) Code - The Solution should allow user-controlled pass code changes with a minimum four-digit passcode, which must be system validated to provide security
- (j) Integration - The voice mail system must fully integrate with the proposed telephone Solution
- (k) Message Forwarding - Messages may be forwarded to single or multiple destinations with or without introductory comments
- (l) PSTN Connection Blocking - Solution will allow it to be possible for a caller connected to a PSTN resource to be blocked from reconnecting to an additional PSTN resource by programming class of service/restriction

- (m) System Announcement/Broadcast - The Solution must support a system announcement or broadcast message to all mailbox subscribers
- (n) System Distribution Lists - The VMS will support a minimum of fifty (50) system distribution lists with a minimum of 100 mailboxes each
- (o) Subscriber Mailboxes - Must provide the following:
 - a. Password Protection - Access to a subscriber's mailbox will be password protected
 - b. Answer Announcement - Individual personalized greetings of up to three minutes for each mailbox are required. At a minimum, the Solution will provide standard and extended absence greetings
 - c. Menus - The Solution must provide easy-to-use menus that allow subscribers to send urgent, private, or certified messages
 - d. Message Waiting Light - The Solution must provide a message- waiting light on the telephone, along with the option to allow a user to set up external notification to pager, cell phone, or other telecommunications device when a new message has arrived
 - e. Message Reply - Mailbox owners must be able to reply to a message from a mailbox on the same system by pressing a single key
 - f. Message Retrieval - Mailbox owners should be given mailbox status upon call-in
 - g. Mailbox status must include the following:
 - i. Number of new messages since last access
 - ii. Number of saved messages existing
 - h. Upon accessing the messages, the user may delete, skip, or save a message.
- (p) Station Dialing - In addition to the menu, callers may access an individual station by inputting either the number or the called party's last name
- (q) User Controls - The VMS protocol will provide the following user controls:
 - a. Playback messages
 - b. Skip to next message
 - c. Forward/review within the message
 - d. Cancel review
 - e. Replay last message
 - f. Replay last message
 - g. Pause
 - h. Append information
 - i. Forward message (to mailbox or list)
 - j. Create new answer announcement
 - k. Increase playback volume
- (r) Tutorial - The Solution must provide a user tutorial that assists new subscribers with mailbox setup
- (s) Outcall Notification - VMS needs to be able to notify users of new voicemail messages via phone call, text message, or DTMF
- (t) Message Review - Caller leaving a voice mail message can review and edit the message
- (u) VMS Remote Maintenance - The Solution will be equipped with a remote maintenance port to allow the manufacturer, supplier, or system administrator to connect remotely to perform service or administrative functions
- (v) Voice Mail Security Requirements:
 - a. Audit Trail - Solution will allow users to designate a necessary written record of message destination, input time, and receipt.
 - b. Password – Solution should allow at least four digits, with automatic shut-off should three successive failures occur in trying to gain entry within a ten-minute timeframe or less. At the time of shutdown, an alarm should appear on the on-site administrative terminal

- c. Password Change Control - The Solution should force users to change their pass code periodically. This is a variable length of time, set by the system administrator as required
- (w) Solution Reports
 - a. VMS Usage Reports - Will be available on customer demand or automatically on a pre-programmed basis of quarter-, half-, or one- hour timeframes or daily and weekly. At a minimum, they will report the following:
 - i. Storage space used for announcement or information mailboxes
 - ii. Message storage space
 - iii. Maximum storage space used during the report interval
 - b. VMS Traffic Reports - Will be available on customer demand and should include the following:
 - i. Total calls answered
 - ii. Total calls routed to station
 - iii. Total calls routed to default
 - iv. Total calls abandoned
 - v. CCS use and call count by input port

4.4.4 Unified Communications

Provide functionality for a total of 5,500 campus-based users and web-based users with the ability to increase the number of users in the future with an additional investment in the proposed solution. Functionality can be achieved by integration with the College Microsoft Lync platform. With or without Microsoft Lync, needed functionality as follows:

- (a) Directory/Contacts Dialing - Provide a drop-down box for name entry and dialing from internal directory, Microsoft Exchange or other contacts applications
- (b) Call Control - Provide call control, including dialing, disconnect, transfer, and conference
- (c) Key Label - Allow user to change the label associated with feature or line appearance key
- (d) Speed Call List - Solution should allow user to program numbers into a personal speed call list
- (e) Call History - Allow user to view and redial a minimum of the last 100 calls placed or received at their telephone extension. The history must include the following:
 - a. Date
 - b. Start and end time
 - c. Telephone number
- (f) Status Change - Allow user to select a status that approximates their current state from a group of predefined definitions
- (g) Presence - The ability to dynamically display a person or group of peoples' availability or status for various communication systems, including desktop and mobile telephone, IM, PC activity, and Microsoft Exchange calendar information
- (h) Work Groups/Buddy List - Each user must be allowed to define work groups or a buddy list and assign other users as required, provided their restriction class allows
- (i) Restriction Class - Provide a means to restrict which users an individual can view in their buddy list or workgroup
- (j) Collaboration - Provide the means to allow real time file sharing, screen sharing (both full screen and specific screen window/region), and white boarding with usage anticipated at 100 simultaneous sessions with up to 100 users per session
- (k) Instant Messaging - Provide the ability to send and receive secure text messages within the College network. The Solution must provide logging and archive capabilities and support authentication and encryption
- (l) Docking - Allow user to dock the application on the top, side, or bottom of monitor or minimize to system tray if desired
- (m) Desktop Video - allow the user to utilize their desktop client to establish a video connection to other UC clients with video enabled computers
- (n) Internet Browser-based videoconferencing capabilities with entities external to the College for 25 simultaneous conferences with up to 100 internal and external users per conference.

See separate **Attachment C Desktop Video Questionnaire** (<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>).

4.4.5 Mobility

The ability to seamlessly hand a call off from one type of device to another, i.e., from desk phone to cellular phone, from cellular phone to desk phone, from cellular phone to web client, etc., as follows:

- (a) Single Number Reach for Mobile User – Allow user to define when and how calls that are presented to a user's Private Branch Exchange (PBX) telephone are distributed to their mobile or stationary device, including the following:
 - a. Time of day and day of week
 - b. Call ringing location
 - c. Desk phone
 - d. Cell phone
 - e. Other location
 - f. Simultaneous at desk phone and designated alternate
 - g. Number of rings before forwarding
- (b) Call Hand Off – Allow user to hand off active call from desk phone to mobile or from mobile to desk phone without interrupting the call
- (c) Call Control – Allow user to access PBX features, including the ability to transfer, conference, and place outgoing calls utilizing simple feature/access codes
- (d) Presence – Mobile device users' availability will be updated based on the current state of the telephone
- (e) Instant Messaging – Provide the ability to send and receive secure text messages from the presence application to the user's mobile telephone
- (f) Desktop video chat
- (g) Support for Apple iPhone/iPad, Android and Windows Mobile operating systems

4.4.6 Audio Conferencing

Allow for up to thirty two (32) ports/sessions of simultaneous conferences of various size combinations on a daily basis. The Solution will be expandable to allow for additional port capacity if needed. Designated users should have access to the Solution via a web interface and have the ability to schedule conferences, send out invitations and assign a pass code for a moderator and for users.

4.4.7 Classroom Based Videoconferencing Solution with integration to the entire Unified Messaging System

The College's requirement is for five (5) 20' X 20' size rooms with the following specifications:

- (a) H320 (ISDN SRI)
- (b) H.323
- (c) SIP

Additional required features:

- (a) Presentation sharing
- (b) Document Camera
- (c) Dual Monitor Support (Minimum of two Microphones)
- (d) PTZ Main Camera with face and voice tracking
- (e) HD Video 720 (Optimally 1080)

- (f) 30 fps
- (g) 5x zoom, minimum
- (h) No usb recording from endpoint
- (i) No streaming – point to point only
- (j) Ability to record sessions as an additional feature that can be implemented with an additional investment in the proposed solution, but not required at the time of this solution's implementation

Additional required hardware:

- (a) Session Border Control
 - a. IPv4 and IPv6 capable
 - b. SIP normalization
 - c. Automatic codec transcoding
 - d. NAT Traversal
 - e. Fax / Tone preamble detection to properly route calls
- (b) Multi-point Control Unit for up to 4 simultaneous connections

4.4.8 "Hot Desking" Capability

Users in certain departments need to be able to use any station in the department and have full access to their own voice, voicemail and unified communications features

4.4.9 Call Accounting System

- (a) The Solution must provide browser access for system administration, reporting, and maintenance.
- (b) The Solution should be capable of collecting all inbound (including caller line identification if provided), outbound and internal call records from the telephone system.
- (c) The Solution should support authorization/account codes.
- (d) The user database will support the following inputs or fields:
 - a. telephone number
 - b. first and last name
 - c. department or account number
 - d. authorization/account code
 - e. location, including building and room number
- (e) The Solution should allow customized call costing for each trunk group
- (f) Reports should be available in real time
- (g) The Solution should provide standard and customizable report options, which can be generated monthly, weekly, daily, or as needed
- (h) The Solution should allow the capability of monthly reports to be automatically generated and distributed via e-mail or accessed via web browser
- (i) The Solution should allow reports to be generated on any of the defined user fields
- (j) The Solution should provide call tracing capability-L e., the ability to trap individual internal and external telephone numbers and generate alarms when a call is received or transmitted from a predefined number

4.4.10 Telephone sets

(a) Power-Over-Ethernet (PoE) phones with Ethernet pass through

Phones	Quantity
<p>Phone Type I - Single line IP voice terminal with:</p> <ul style="list-style-type: none"> • ADA compliant/hearing aid compatible • Ringer/ear volume control • Hold button • Transfer button • Release button • Message waiting lamp • Full Duplex speakerphone 	<p>Lake Worth – 40 PGA – 18 Boca Raton – 15 Belle Glade – 8 Loxahatchee – 5 Downtown - 3 Total - 89</p>
<p>Phone Type II - High Mid-range Multi-line Display IP Voice terminal (to accommodate wall or desk placement) with:</p> <ul style="list-style-type: none"> • Gigabit Ethernet port for associated PC • Four (4) user adjustable ring tones • ADA compliant/hearing aid compatible • Ringer/ear/speaker volume control • Do-not-disturb button • Hold button • Transfer button • Mute button • Release button • Minimum of 12(displayed at once) fully programmable line/feature keys, each capable of BLF/DSS, additional users' voice message waiting indication • Softkeys for intuitive functions to support user • Minimum 3 line/24 character LCD with call timer • Message waiting lamp • Full duplex speakerphone 	<p>Lake Worth – 1,100 PGA – 375 Boca Raton – 350 Belle Glade – 60 Downtown – 50 Loxahatchee – 30 Total - 1965</p>
<p>Phone Type III - Conference IP voice terminal:</p> <p>Polycom or equivalent, with at least two wired, extendible microphones for high quality performance in conference/meeting rooms (12' X 20')</p>	<p>Lake Worth – 15 Palm Beach Gardens – 4 Boca Raton – 4 Belle Glade – 2 Downtown – 2 Loxahatchee2 Total - 29</p>

4.4.11 Teleworker Capability

- (a) Provide the complete listing of equipment and licensing for a desktop device to work from home or other location for both voice communication and videoconferencing participation
- (b) Provide the list of equipment the College would need to provide to enable the Teleworker
- (c) Explain the approach and provide the cost of all items to complete your Teleworker Solution

4.4.12 Other Minimum Requirements

The system must have the following capabilities:

- (a) Four-way active call processing – allow up to four failures before the College loses services
- (b) Option to have the system 100% virtualized on off-the-shelf VMWare™ software to make the system easier to maintain
- (c) Preference is to have all equipment acquired for this system come from the same manufacturer to ensure ease of maintenance. Provide a justification for OEM or third-party hardware included in your submission.
- (d) The system must have a single point of contact / single phone number for support of the entire system, including Hardware, Hypervisor, and Application Software
- (e) The Unified Communications application must provide SIP session management, call control, and video control in a single application to minimize operating costs, minimize training costs and effort, and simplify support
- (f) The system must be 100% SIP-compliant from end-to-end for endpoints and trunking without adding additional hardware or software
- (g) It is preferred that the system support multiple voice and video protocols within a single application without adding additional hardware and software. This is in addition to the 100% SIP-compliant requirement previously stated
- (h) The system must be 100% standards-based and not utilize proprietary protocols for voice and video control
- (i) The system must support and integrate Call Admission Control with the underlying Cisco network as outlined in section 4.1 Current Environment.
- (j) Phones must have the ability of auto configuration of the following features from the underlying College network upon connection to that network:
 - a. Quality of Service (QoS)
 - b. Port Security
 - c. Storm Control
 - d. DHCP Snooping
 - e. Voice and Data VLAN Definition
 - f. Spanning Tree Protection
 - g. Automatic Voice VLAN Selection
- (k) Branch office survivability
- (l) Integration with Microsoft Active Directory for location services, phone book, and presence indicators
- (m) Manufacturer's Support and Lifecycle Representations: Proposals will include in their Proposal a signed letter from the Solution manufacturer defining the Solutions' support period and expected "end of life". The Proposer will state the period it guarantees a stock of adequate supply of Solution components to maintain the Solution during the term of any agreement with the College.
- (n) Ongoing analog services will be required by way of media gateway devices that are themselves IP network devices, or individual call control units for survival. The College will require a number of these gateways at each site, some of which may require redundancy for high availability and survivability.

(o) Current analog line count per location:

Lake Worth – 320

PGA – 150

Boca Raton – 100

Belle Glade – 50

Loxahatchee (projected) – 30

5.0 GENERAL REQUIREMENTS

5.1 TRAINING

Include with your proposal, in the format that you prefer, your standard training offering for an implementation of this size.

5.2 INSTALLATION SERVICES

- (a) The Proposer will include, as a free-form attachment to Proposer's Proposal, a proposed implementation schedule and timeline that outlines major events and milestones of a Solution installation/implementation. The proposed implementation schedule will consider the requirement to integrate with existing systems throughout the College and the College's desire for a transparent transfer to the Solution
- (b) Proposer will recognize in their pricing for labor and other professional services the requirement that, during Installation Services, all systems will be hardened, and any system fixes consisting of software patches or hardware replacement will be the responsibility of the vendor
 - a. Proposer will be responsible for communication and coordination of requirements for network configuration and VLANs with College IT staff and its preferred network vendor, and for installation of any and all IP addresses in each device it places on the network
 - b. The College will supply rack space for any proposed Solution
 - c. The Proposer is to provide and install a minimum of Category 6 patch cables to connect its network devices to patch panels. The Proposer is to provide all cables and connectors necessary, including fiber optic patch cables, to complete the installation
 - d. Installation Services are expected to be performed during normal hours of operation for the buildings where the work is taking place
 - e. The Proposer will be required to complete the following items within the first thirty (30) days following the cutover of each system:
 - i. Completion of any outstanding adds, moves, or changes
 - ii. Internal system traffic study
 - iii. Station software changes
 - iv. Solution testing will at a minimum include
 - 1. Survivability testing - desktop device failover
 - 2. System Failover - survivable sites and general system failover
 - 3. Call routing and alternate routing tested
 - 4. E911 testing for all sites (at cutover) - Display correct address for numbers at each site (must be a sampling and not every telephone - coordinated with PSAP)
 - 5. Power loss and reboot sequence
 - 6. System alarms and notifications are working to the correct monitoring devices or personnel
 - 7. Verify all systems and applications are at current software release and current firmware releases
- (c) Provide As-Built detailed documentation of the physical and logical system layout.
- (d) The respondent will install and test all new desktop handsets

- (e) The respondent will remove all old handsets and return them to the College

5.3 WARRANTY SUPPORT AND ONGOING SERVICE / SUPPORT

- (a) Server, Software, and System Component Maintenance:
 - a. Provide the detail for server, software, and all system component maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term
 - b. Provide the detail for operating system and database tuning, patches, hardware, and software diagnosis, recovery, and version upgrades as needed
 - c. Provide the detail for application support, including modifications, diagnosis, recovery, customization, configuration, and how-to questions
 - d. Provide the detail for management of data, application, operating system, and database management system backups as required to provide for full recovery in the event of a disaster or hardware failure
 - e. Provide an option to acquire an additional four (4) years of maintenance coverage for items a, b, c, and d directly above, for a total of five (5) years of server, software, and system component maintenance
- (b) Required Service Levels: Proposer should validate the below College requirements for service:
 - a. Time To Respond
 - i. Time to respond - high severity incidents: within two (2) hours, twenty four (24) hours per day, 365 days per year
 - ii. Time to respond - medium severity incidents: within four (4) hours, Monday-Friday, 8:00AM - 5:00PM Eastern Time, and
 - iii. Time to respond - low severity incidents: within twenty four (24) business hours, Monday-Friday, 8:00AM - 5:00PM Eastern Time
 - b. 24 hour x 7 days a week alarm monitoring and remote trouble diagnostics and resolution
 - c. Patch installation, including:
 - i. major and minor software upgrades
 - ii. corrective maintenance
 - d. manufacturer-recommended preventive maintenance
 - e. replacement parts for all hardware and software
 - f. next business day replacement for non-critical components
 - g. remote diagnostic support
 - h. ensure that all the nightly routines are run daily and that system backups are included
 - i. Technician support for system administration questions between the hours of 8:00 AM and 5:00 PM Monday-Friday

5.4 ACD/IVR – CRM

It is desired by the College that the Solution will integrate with a future popular, standards-based enterprise resource management (ERP) systems for the Higher Education vertical market, to assist with customer relationship management (CRM). That ERP system has not been identified yet. Specifically, the proposer should outline current popular ERP system(s) that the Solution has integrated with or system(s) with which the Solution's provider is currently in development.

5.5 SIP TRUNKING

All proposed Solutions must be capable of utilizing "SIP trunking" at a future time. Proposals will affirm such capability within the Proposed Solution but SIP trunking will not be implemented at the time of this solution's initial implementation.

5.6 ADDITIONAL LABOR AND PARTS

- (a) Proposals will include in their Proposal a rate card, specifying labor rates by Proposer's applicable categories, for any additional labor the College may require beyond the scope of Installation Services
- (b) Proposals will include in their proposal for a structure by which Proposer would assess fees for additional Solution parts or equipment, when required by the College. The College would expect, but not necessarily require, such a structure to be cast on a "cost plus" basis.

6.0 INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Hard copy submittals should be presented in a three (3) ring binder and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs and financial statements). Oversize pages will be counted as two pages. Dividers shall divide the sections TAB 1 through TAB 20. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 60 pages will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process. Include all information requested herein in your submittal.

6.1 GENERAL INFORMATION

(1) 6.1.1	Title Page	Include RFP number, date, subject, the name of the proposer, address, and telephone number.
(2) 6.1.2	Letter of Transmittal	Include the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es) and telephone number(s)
(3) 6.1.3	Acknowledgement of Released Addenda to RFP	<p>The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective proposer's responsibility to verify they have received all released addenda and Q&A for this solicitation and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. Print out addenda and Q&A, sign each page and include in this tab.</p>
(4) 6.1.4	W-9 Form	It is a requirement of this RFP that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(5) 6.1.5	Notice Provision	<p>When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the proposal. For the present, the parties designate the following as the respective places for giving notice:</p> <p>To College: David Chojnacki, Procurement Director Purchasing Department, MS 27 4200 Congress Avenue, Lake Worth, FL 33461</p> <p>With Copy To (College): Michael R. Merker, Tech Infrastructure Director I.T. Department, MS# 14 4200 Congress Avenue Lake Worth, FL 33461</p> <p>To Proposer: <i>(Proposer to Insert)</i></p> <p>With Copy To (Proposer): <i>(Proposer to Insert)</i></p>

6.2 MINIMUM ELIGIBILITY CRITERIA

In order to be considered for award and to be further evaluated, proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification.

(6) 6.2.1	Required Response Form	Submit Required Response Form (Section 3) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification
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6.3 Proposer's Experience and Qualifications

(7) 6.3.1	Letter of Interest	<p>Submit a brief abstract, of no more than three pages, stating the proposer's interest in the contract; overview of firm qualifications; names, and contact information of key personnel; understanding of the nature and scope of the services to be provided and proposer's ability to comply with all requirements of contract.</p> <ul style="list-style-type: none">a) Signed by a duly authorized officer(s) of respondent.b) The respondent shall explain in detail why respondent is interested and why firm would be the best choice for the College.c) Letter shall include the year the firm was established, summarize the firm and their qualification for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.d) The firm shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Letter of Interest after the signature.
(8) 6.3.2	Organizational Profile	<p>Identify the prime Proposer responsible for all portions of this RFP. Include:</p> <ul style="list-style-type: none">a) Current organization's name, address, telephone number, and fax number. b) The date that organization was established.c) The size of the organization.d) The number of years established in business, including operation under other firm names, providing services same or similar as described herein.e) Number of years in business.

In the event that the proposal consists of a Joint Venture, a fully executed Joint Venture Agreement between the parties is required. At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the parties and must identify one party as Prime for the purposes of this project

(9) 6.3.3	Organizational Chart	<p>Include organizational chart including Local, District and Corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability, and decision-making authority.</p> <p>Submit resume of personnel who will work on this project to include qualifications, years of relevant experience, educational background, and brief summary of responsibility within the organization.</p>
(10) 6.3.4	References (Attachment B) http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	<p>Use the provided references form to provide five (5) references. At least three of the references must be a client for a minimum of four years. All must be higher education clients (college preferred) for which the proposer has performed (or is currently performing) work similar in nature, scope and size within the last five (5) years:</p> <p>It is the responsibility of each proposer to ensure that all references are current and fully completed. The College reserves the right to contact all references submitted or to seek additional references. The College reserves the right to use an external party to conduct reference checks.</p>
(11) 6.3.5	Service Termination History	<p>Has your firm terminated, or had any contracts terminated with a company or installation during the past 24 months? If so, identify the name, address, and contact individual, and telephone number of that company or installation. If no service termination history exists, provide a statement to that effect. For Joint Venture proposers, submit the requested information for each member of the Joint (13)</p>
(12) 6.3.6	Litigation History	<p>Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five (5) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For Joint Venture, submit the requested information for each member of the Joint Venture.</p>

6.4 PROJECT SCOPE AND METHODOLOGY

(13) 6.4.1	Technical Proposal	<p>Provide a response to all Scope and Minimum Requirements as outlined in this document, section 4.3, 4.4 and 4.5.</p>
(14) 6.4.2	General Requirements	<p>Reponses to General Requirements in section 5.0.</p>
(15) 6.4.3	Quality Assurance	<p>Submit a plan to provide quality assurance with the respect to all aspects of the VOIP VOICE OVER INTERNET PROTOCOL UNIFIED MESSAGING SYSTEM. The plan should include:</p> <ul style="list-style-type: none"> a) Sample inspection/quality audit forms used internally and as part of any College/regional visitations. Please state if the results of these audits will be shared with the College's contract administrator. b) Follow-up procedures for customer complaints. c) A plan for ongoing as well as periodic customer service monitoring.
(16) 6.4.4	Innovative Ideas	<p>Please submit any creative/innovative ideas specific to the College which are used in comparable higher education situations to enhance College communications not already presented in this proposal.</p>

(17) 6.4.5	RFP Deviations	Any deviations or exceptions to this RFP must be clearly identified here along with the specific reasons as to why a change is required as well as proposed corrective language. It is strongly advised that if deviations could be interpreted as non-responsive to a requirement, a written question is submitted prior to due date of proposal.
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6.5 FINANCIAL CAPACITY

(18) 6.5.1	Financial Attestation Form (Attachment A) http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	The Financial Attestation Form shall be completed by the CPA or Accountant that completed a review of your company's most recent annual financial statement. Any proposal that fails to include a completed and signed Financial Attestation Form will be deemed non-responsive and will not be included in the evaluation process.
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6.6 FINANCIAL PROPOSAL

(19) 6.6.1	Financial Proposal	1) Project Fess: Proposals will include proposed hardware and software costs to the College. These costs will be itemized with quantities and unit costs, and extension of those unit costs times the quantity.
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6.7 DESKTOP VIDEO QUESTIONNAIRE

(20) 6.7.1	Desktop Video Questionnaire (Attachment C) http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	The Desktop Video Questionnaire consisting of three questions shall be completed and included with your submittal.
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6.8 PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST

✓	TAB #	SECTION
GENERAL INFORMATION		
	1	Title Page
	2	Letter of Transmittal
	3	Acknowledgement of Released Addenda to RFP
	4	W-9 Form: Section 6.1.4
	5	Notice Provision
MINIMUM ELIGIBILITY CRITERIA		
	6	Required Response Form: Section 3.0
PROPOSER'S EXPERIENCE AND QUALIFICATIONS		
	7	Letter of Interest
	8	Organizational Profile
	9	Organizational Chart
	10	References (Attachment B http://www.palmbeachstate.edu/purchasing/bid-openings.aspx)
	11	Service Termination History
	12	Litigation History
PROJECT SCOPE AND METHODOLOGY		
	13	Technical Proposal
	14	General Requirements
	15	Quality Assurance
	16	Innovative Ideas
	17	RFP Deviations
FINANCIAL CAPACITY		
	18	Financial Attestation Form (Attachment A http://www.palmbeachstate.edu/purchasing/bid-openings.aspx)
FINANCIAL PROPOSAL		
	19	Financial Proposal
MINIMUM REQUIREMENTS - DESKTOP VIDEO QUESTIONNAIRE		
	20	Desktop Video Questionnaire (Attachment C http://www.palmbeachstate.edu/purchasing/bid-openings.aspx)

7.0 EVALUATION OF PROPOSALS

7.1 ADMINISTRATIVE REVIEW PHASE. THE PROPOSALS WILL BE REVIEWED FOR THE FOLLOWING ADMINISTRATIVE REQUIREMENTS:

- Proposal was submitted by the due date and time.
- All documents requiring a signature have been signed.
- Correct number of proposal copies have been submitted.
- Minimum requirements of Proposed Scope have been met.

Failure to adhere to the above administrative requirements may result in the rejection of the submitted proposal.

7.2 EVALUATION CRITERIA. The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all submittals received for RFP 15/16-05, which meet or exceed Sections 6.2 Minimum Eligibility Criteria, 6.3 Proposer's Experience And Qualifications, 6.4 Project Scope And Methodology, 6.5 Financial Capacity, 6.6 Financial Proposal And 6.7 Desktop Video Questionnaire, according to the following screening criteria::

Criteria Section:	Maximum Points
Proposer's Experience Qualifications	15
Project Scope and Methodology	25
General Requirements	25
Financial Capacity	5
Financial Proposal	30
Total Maximum:	100

7.3 RESULT OF EVALUATION OF PROPOSALS. Based upon the results of Section 6.2, the College, at its sole discretion, may: 1) recommend award to the top ranked proposer; 2) may recommend award to more than one top ranked proposer; 3) may short-list the top ranked proposers (short-list number to be determined by the College) for further consideration and interviews; or, 4) may reject all proposals received.

7.3.1 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

8.0 GENERAL CONDITIONS

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a signature of an authorized representative in the space provided on the proposal submittal form. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the Solicitation document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.</p>	<p>COMMENCEMENT OF WORK/SHIPMENT. No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p>AWARDS: In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>MISTAKES: Proposers are expected to examine the technical specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 Unless otherwise specified</p>

<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, installed, inspected and tested, and found to comply with award specifications, applicable building code / Florida Statute, damage /defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the proposal form.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Solicitation.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Solicitation and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before Solicitation opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, Solicitation number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A- 14.0734(2)(d).</p>	<p>PUBLIC RECORD LAW: Any material submitted in response to this Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this Solicitation.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Solicitation response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>LIABILITY: The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.</p>	<p>ASSIGNMENT: Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>
<p>EMPLOYMENT OF ALIEN WORKERS: The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.</p>	<p>AVAILABILITY OF FUNDS: The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>

<p>CONTRACT: Vendor agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.</p>	<p>PUBLIC MEETING NOTIFICATION: All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.</p>
<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.</p>	<p>CONSORTIUM PURCHASE: When a Solicitation is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>ADDENDA: All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation. http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</p>	<p>PRE-DECISION DISCUSSIONS: Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>	<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this Solicitation for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>PROTECTION OF WORK, PROPERTY AND PERSONNEL. The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.</p>
<p>DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts</p>
<p>SUBCONTRACTORS: The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.</p>	<p>REJECTION OF PROPOSALS: The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this Solicitation. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College</p>

<p>INSURANCE REQUIREMENTS: When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$1,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p>PROPOSAL INQUIRIES: The proposer may examine this Solicitation to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this Solicitation shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this Solicitation, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications</p>
<p>VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Procurement Director identified in this Solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p>TERMINATION AT WILL: The Contract resulting from this Solicitation may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery</p>
<p>INCLUSION OF SUPPORTING DOCUMENTS: All those submitting sealed replies in response to this Request for Proposals understand that the Solicitation document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p>PROPOSED RULES FOR WITHDRAWAL: A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>
<p>PROPOSAL PUBLIC RECORD. Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.</p>	<p>GOVERNING LAW. This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.</p>
<p>SOLICITATION and ADDENDA. It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.</p>	<p>DEFAULT and LITIGATION COSTS. In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.</p>
<p>SITE VISITS/INSPECTIONS. The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the bid schedule in Section II. Inquiries must reference the date of Solicitation opening and Solicitation number</p>
<p>EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES. For the purposes of this RFP, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.</p>	<p>FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.</p>
<p>SUSPENSION OF WORK. The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.</p>	

PROTESTING OF CONDITIONS/SPECIFICATIONS. Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS. Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

"(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

"(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules."