

City of Opa-locka

City Commission Chambers
215 Perviz Avenue
Opa-locka, FL 33054



Virtual Regular Commission Meeting Agenda

Wednesday, May 13, 2020

7:00 PM

City Commission

Mayor Matthew A. Pigatt

Vice Mayor Chris Davis

Commissioner Sherelean Bass

Commissioner Alvin Burke

Commissioner Joseph L. Kelley

Appointed Officials

City Manager John E. Pate

City Attorney Burnadette Norris-Weeks

City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. *City of Opa-locka Code of Ordinances Section 2-57*

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. *City of Opa-locka Code of Ordinances Section 2-58*

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105:

“If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”



CITY OF OPA-LOCKA VIRTUAL COMMISSION MEETING PROCEDURES

Pursuant to Governor Ron DeSantis Executive Order Number 20-69, the following rules will ensure that the City Commission Meetings and any other necessary city public meetings, governed by Florida's public meeting laws will provide for necessary public notice, allow for public participation and are conducted in the Sunshine. The following rules shall govern all City of Opa-locka public virtual meetings during the duration of Executive Order Number 20-69.

Virtual public meetings will be aired through Livestream, accessible at: <https://www.youtube.com/user/CityofOpaLocka>

All residents will be able to view the meeting by tuning in to the link mentioned above. If you have comments you must submit those using the email address provided under the Public Comment section below.

Platform

All City of Opa-locka public meetings shall be conducted via Zoom or other similar platform. *Please note that Governor DeSantis' Executive Order 20-69, suspended the requirement of a quorum to be present in person or requires a local government to meet at a specific public place.*

Meeting Notice

The City of Opa-locka will send notice of virtual meetings in the same manner as all other commission meetings. Additionally, the notice will include an email address with instructions on providing comments ahead of the meeting.

Public Comment

The public may comment by submitting their comment ahead of the meeting via email to PublicComments@opalockafl.gov. Please be sure to state your full name and address in your email for your comment.

Comments submitted by members of the public by email will be read into the record during the meeting as long as they provide the comments by the deadline, 2 hours prior to the scheduled meeting time. Comments received after the deadline will be kept for the record, but will not be read during the meeting.

For questions and/or additional information, please contact the Office of the City Clerk at (305) 953-2800 or (786) 877-4038.

CITY OF OPA-LOCKA

“The Great City”

AGENDA

VIRTUAL REGULAR COMMISSION MEETING

May 13, 2020

7:00 P.M.

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**

Virtual Regular Commission Meeting Minutes – April 22, 2020
Virtual Special Commission Meeting Minutes – April 30, 2020
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Jessica Garrett Modkins, President**
Hip Rock Star, LLC
Ref: COVID-19 Public Relations and Marketing Services
- 11. CITIZENS’ FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC**

RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), AND AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH CALL ONE, INC. FOR INTERNET SERVICES TO BE INSTALLED AT 780 FISHERMAN STREET AT A COST NOT TO EXCEED \$20,000 PER YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH NITEL, INC. FOR THE PROVISION OF INTERNET SERVICES TO BE INSTALLED AT 2331 NW 143RD STREET (THE HELEN MILLER CENTER) AND 1900 BURLINGTON STREET (INGRAM PARK) AT A COST NOT TO EXCEED \$4,200 PER YEAR AND PER PARK FACILITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK REQUEST FOR PROPOSALS (RFP) 2019-02 FROM THE CITY OF LIGHTHOUSE POINT, FLORIDA, FOR VOICE OVER IP (VOIP) TELEPHONE SYSTEM SERVICES AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INTERACTIVE SERVICES NETWORK, INC. (D/B/A IPFONE) FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 8, ARTICLE I, TO CREATE NEW SECTION 8.6 ENTITLED “FACE MASKS OR FACE COVERINGS DURING PANDEMIC RELATED PUBLIC HEALTH EMERGENCY THAT THREATENS LIFE, HEALTH AND SAFETY OF RESIDENTS”; PROVIDING FOR INCORPORATION OF

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt, Vice Mayor Davis and Commissioner Bass*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARINGS:

C. RESOLUTIONS:

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

20. OFFICIAL BOARD APPOINTMENTS:

**Historic Environmental Preservation Board
5 At-Large Appointments**

**Fair Housing and Nuisance Abatement Board
1 Individual appointment (Mayor Pigatt)**

**Community Relations, Recreation and Activities Board
1 Individual appointment (Vice Mayor Davis)**

**Planning & Zoning Board
1 At-Large Appointment**

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, May 12, 2020 at 9:00 a.m. – 11:00 a.m., Sherbondy Park Pavilion, 215 Perviz Avenue, Opa-locka, Florida.

B. Health in the Hood Filling Fridges Drive-Thru Pantry, every Tuesday and Thursday at 11:00 a.m., Opa-locka Community Development Corporation, 675 Ali-baba Avenue, Opa-locka, Florida. For more information, please text (305) 714-2264 – www.healthinthehood.org

C. City of Opa-locka Virtual Audit Workshop, Thursday, May 14, 2020 @ 3:00 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>

D. City of Opa-locka Virtual Special Commission Meeting, Thursday, May 14, 2020 @ 4:00 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>

E. City of Opa-locka Virtual COVID-19 Workshop, Thursday, **May 14, 2020** at 5:30 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
VIRTUAL REGULAR COMMISSION MEETING
Wednesday, April 22, 2020
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew Pigatt called the virtual Regular Commission Meeting to order at 7:00 p.m. on Wednesday, April 22, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

An opportunity was given to the public to email the City Clerk prior to the Commission Meeting with any questions/comments/concerns on items we will hear on this evening’s Regular Commission Meeting agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, members of the public wishing to address the commission have been offered the opportunity to do so. Public comments will be included as part of the public record for this virtual meeting and will be considered by the City commission prior to any action taken.

2. ROLL CALL:

The members of the City Commission appearing remotely were: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass, Commissioner Alvin Burke, and Commissioner Joseph L. Kelley. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

The following items were pulled from the Consent Agenda to be discussed separately under Action Items: pulled 13-2 (Mayor Pigatt).

NEW ITEMS:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN EMERGENCY AGREEMENT WITH HIP ROCKSTAR, LLC, FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00) AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Clerk Flores.

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to amend the agenda to include Item 14-1.

Mayor Pigatt asked the manager to clarify why the item is being added to agenda.

City Manager Pate said after reviewing available information, it was advised that someone come in and provide information to the community regarding COVID-19.

Commissioner Kelley said he wants to state for the record that this item does not meet the criteria for what is going on.

There being no discussion, the motion on the amendment failed by a 3-2 vote.

Commissioner Burke	No
Vice Mayor Davis	Yes
Commissioner Kelley	No
Commissioner Bass	Yes
Mayor Pigatt	Yes

A motion was made to amend the agenda to allow for a public presentation regarding the new item above.

It was moved by Vice Mayor Davis, seconded by Mayor Pigatt to approve the amendment.

There being no discussion, the motion on the amendment failed by a 3-2 vote.

Commissioner Burke	No
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Vice Mayor Davis	Yes
Commissioner Kelley	No
Commissioner Bass	Yes
Mayor Pigatt	Yes

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Davis, seconded by Commissioner Bass for discussion.

Commissioner Kelley stated for the record that the item was initially presented as one and now it has been split three (3) different ways. He said he will speak to the attorney and the manager at a later date regarding the matter.

There being no further discussion, the motion passed by a 4-1 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	No
Commissioner Bass	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Virtual Special Commission Meeting Minutes – April 03, 2020

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to approve the minutes from the Virtual Special Commission Meeting of April 03, 2020.

There being no discussion, the motion passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Virtual Regular Commission Meeting Minutes – April 08, 2020

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Virtual Regular Commission Meeting of April 08, 2020.

There being no discussion, the motion passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

9. DISTRICT ONE/DISTRICT TWO – COUNTY COMMISSIONER REPORT:

City Clerk Flores state that she received a message from Larry Gardner, Commissioner Barbara Jordan’s Office, District I, which stated that the commissioner would like for the City/Commission to go on her Facebook page to receive updates regarding COVID-19.

District II was not available.

10. PUBLIC PRESENTATIONS:

11. CITIZENS’ INPUT:

City Attorney Norris-Weeks said by order of the governor, the public was allowed to submit responses to address the commission prior to the meeting through the clerk’s office and that information was also provided in the agenda packet.

City Clerk Flores confirmed that no one from the public provided information prior to the meeting.

12. ACTION ITEMS:

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING FINAL PAYMENT OF ALL ACCRUED ANNUAL LEAVE, PERSONAL LEAVE AND SICK LEAVE, TOTALING \$6,362.73, CONNECTED WITH THE TENURE OF FORMER INTERIM CITY MANAGER NEWALL DAUGHTREY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Kelley, seconded by Commission Bass for discussion.

Commissioner Kelley asked the manager if this was the total amount that is owed to the former manager.

City Manager Pate said, “Yes.”

Commissioner Bass wants to make sure the amount is exact and it is documented.

Mayor Pigatt said he pulled the item because he wants to ensure proper reports are being provided regarding the City and its finances. He asked the manager what he intends to do about the unusually high annual and sick leave balances of over one million dollars that the city currently has.

City Manager Pate said he is currently reviewing employee balances and is also working with the Budget Department to start cashing out those balances over a three to five year period. This will be included in the five year recovery plan.

Vice Mayor Davis said this seems to be a problem and he hopes the manager will implement a policy as he is reviewing the employee balances.

There being no further discussion, the motion on the resolution passed by a 4-1 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	No

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SOURCEWELL NJPA SERVICE AGREEMENT WITH UNIFIRST CORPORATION FOR THE PURCHASE OF UNIFORMS IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND ONE HUNDRED DOLLARS (\$12,100.00) IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REQUESTING THAT THE STATE OF FLORIDA GOVERNOR RON DESANTIS RETROACTIVELY AUTHORIZE PAYMENT OF UNEMPLOYMENT BENEFITS TO AFFECTED WORKERS FROM THE TIME OF LAYOFF, EVEN IN CASES THE LAYOFF WAS NOT DIRECTLY RELATED TO THE COVID-19 PANDEMIC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

It was moved by Vice Mayor Davis, seconded by Commissioner Burke to pass the consent agenda.

The motion passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 490 ALI-BABA AVENUE TO ALLOW FOR THE REPLACEMENT OF WINDOWS AND DOORS ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

City Attorney Norris-Weeks restated her earlier comments about the public having had the opportunity to submit their comments prior to the start of the meeting and there are no comments at this time.

Planning & Community Development Director Gregory Gay said the certificate allows for the replacement of windows and doors at historic structures and buildings. The state has provided a letter regarding the criteria for doing so while noting that all of the windows and doors have to be the same and must be impact windows. They recommend that the item is approved by the commission at this time.

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley for discussion.

Commissioner Burke asked Mr. Gay if an assessment was done to the old city hall to determine if it meets the requirements.

Mr. Gay said, “No.” The item is coming before the commission because there are owners who own historic properties so they will have to follow the protocol for obtaining the Hurricane impact windows and doors.

Vice Mayor Davis said if the discussion is about the Hurt Building where the Opa-locka CDC is housed, those windows and doors are extremely outdated and this item will allow for well needed upgrades.

Commissioner Bass thanked the vice mayor and Mr. Gay for providing clarity on the item.

There being no further discussion, the motion on the resolution passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCES(S)/PUBLIC HEARING(S):

B. SECOND READING ORDINANCE(S)/ PUBLIC HEARING(S):

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

City Manager Pate said he is working closely with county and state officials to take all of the necessary steps to keep the public safe from the Novel Coronavirus 2019 (COVID-19). He spoke to the county regarding placing a testing site in the City and was told the City would have to foot the bill for the site setup, doctors, security, etc... They will look into a joint partnership to reduce the financial burden while providing assistance to residents who may need it. They are still working on the Auditor General’s 99 Findings, roads and streets, the pump stations, and all of the other goals and objectives that the City is responsible for during the pandemic. He thanked the commission for their support with what staff is doing and will continue to monitor the orders and recommendations from the county and the state.

Commissioner Bass asked the manager how many people currently have been diagnosed with the virus.

City Manager Pate said there are 160 confirmed cases of the virus.

Commissioner Burke said he is surprised the numbers are not higher because he has been calling the manager since the stay at home order was put in place and there was no enforcement from the City. The businesses were still opened and the residents were still hanging out outside. He encouraged the commission to ride around and see for themselves because until there is enforcement the numbers will continue to rise.

City Manager Pate said they are actively working on enforcing the curfew. Arrests have been made and he will encourage the police chief to ramp up the enforcement while not arresting everyone.

Commissioner Bass said she noticed the Rotary Club had a community feeding on yesterday and she had no knowledge of it; if she would have known she could have supported it.

Commissioner Burke said there was an issue that took place on Johnson Street and Lincoln Avenue, where the rotary club of Doral brought food that they wanted to distribute. An altercation took place with Pastor Mikell and they were going to take the food away from the City. He called the manager and asked if the food can be taken to Sherbondy Park and be available to everyone. The manager approved the request and he along with Mr. Pepe transferred the food to the park and fed over two hundred 200 people.

Vice Mayor Davis encouraged the Police Department to exercise discretion while enforcing the curfew to avoid many arrests.

Commissioner Kelley said he is concerned that not enough testing is being done and hopes the City will look for funding to do what needs to be done so there can be testing for those who do not have access to it. He said he will draft a letter to the county requesting assistance from the mayor with providing testing for the residents.

Mayor Pigatt said he has been in communication with several agencies in the county and while it is frustrating, it is ongoing and he is actively working on behalf of the City.

City Attorney Norris-Weeks announced an Executive Session to be held virtually with the city commission on May 6, 2020 at 6:00 p.m. for the purpose of discussing pending litigation in The Brown Law Group, LLC v. City of Opa-locka, Case No. 2019-027913-CA-01.

18. OFFICIAL BOARD REPORTS:

19. MAYOR /COMMISSION REPORT:

Commissioner Bass said she understands that there is a lot going on, but she would like for the commission to be included in everything that is going on in and around the City.

Commissioner Burke left the meeting at 8:04 p.m.

Commissioner Kelley commended everyone for the work they have been doing with the food drives and its benefits to the residents. He said he would hope that if it is allowed, that everyone will participate in the National Day of Prayer on May 7, 2020.

Mayor Pigatt reminded the public that the City is currently dealing with two things at the same time and that is the financial crisis and the Coronavirus. He said this is a critical time and the basics of public safety, water, infrastructure, and health is not good. He said the manager is being called and pulled from everyone when at the last meeting it was voted down to give him the authority to act on behalf of the City with issues stemming from the virus. If that legislation was approved, the commission would not have to convene for every issue and it would be easier to communicate with other agencies and actions could be taken faster. It is on the commission to work as a collective to make things happen on behalf the residents.

Commissioner Kelley left the meeting at 8:45 p.m.

City Attorney Norris-Weeks reminded the commission that there is work that needs to be done and the manager does not have the authority to take certain actions. She said if there is reasonable notice then the commission can convene to take certain actions quickly for everything that may arise.

City Manager Pate said certain actions take at least a 24 hour notice before the commission can convene because the work has to be prepared for discussion.

Commissioner Keller Kelley returned to the meeting at 9:09 p.m.

Vice Mayor Davis said the commission realizes the severity of what is going on and also wishes the full commission can be informed when there are things happening in and around the City and when residents call or approach the commission, they have knowledge of what is going on and can respond accordingly.

Mayor Pigatt asked that a weekly meeting be held relating to COVID-19 until the virus has been eradicated.

City Attorney Norris-Weeks said this can be done with proper notice and if there is business

to attend to. If the manager does not have any business to bring before the commission, then they do not need to meet on the reoccurring date and time they choose. If the commission wants to call a weekly meeting for Thursday at 6:00 p.m. with the majority of the commission available, then they can so with the option to consider issues.

The City Commission agreed to conduct a workshop every Thursday evening at 5:30 p.m. to discuss pending issues regarding COVID-19 and any actions they intend to take.

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no more business to come before the Commission, it was moved by Commissioner Bass, seconded by Vice Mayor Davis to adjourn the meeting at 9:37 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES VIRTUAL SPECIAL COMMISSION MEETING

Thursday, April 30, 2020

6:30 P.M.

Sherbondy Village Auditorium

215 Perviz Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Matthew Pigatt called the virtual Regular Commission Meeting to order at 6:30 p.m. on Thursday, April 30, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

An opportunity was given to the public to email the City Clerk prior to the Commission Meeting with any questions/comments/concerns on items we will hear on this evening’s Regular Commission Meeting agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, members of the public wishing to address the commission have been offered the opportunity to do so. Public comments will be included as part of the public record for this virtual meeting and will be considered by the City commission prior to any action taken.

2. ROLL CALL:

The members of the City Commission appearing remotely were: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass, Commissioner Alvin Burke, and Commissioner Joseph L. Kelley. Also appearing remotely were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: Agenda Items Only

No public comments submitted.

6. RESOLUTIONS:

- a) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING ORDER NO. 20-05 IMPLEMENTED BY THE CITY MANAGER JOHN E. PATE OF THE CITY OF OPA-LOCKA, FLORIDA, IMPOSED ON APRIL 28, 2020 DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Burke, seconded by Vice Mayor Davis for discussion.

Commissioner Kelley asked the manager to provide the specifics of what the item entails.

City Manager Pate said the order will keep the green spaces and the parks closed until further notice due to the high confirmed cases of the Coronavirus. It also addresses the use of face coverings and making it mandatory when entering businesses. This item will also ensure that non-essential businesses remain closed. The order was piggybacked off of the City of Miami Gardens and they do not require signs, but they require the businesses to enforce the coverings. He sent correspondences to the Police Department yesterday to ensure the orders are enforced.

Vice Mayor Davis asked the manager what happens to businesses who do not comply.

City Manager Pate had to leave the meeting and return because of technical difficulties.

Mayor Pigatt asked the attorney if the order can be amended.

City Attorney Norris-Weeks said, "Yes". She said it can't be done tonight because this is a special meeting and only what is on the agenda can be considered.

City Manager Pate said the police will monitor the businesses and residents, but it is ultimately up to the businesses to enforce coverings and the six foot order when entering their establishments.

Commissioner Kelley asked the manager to look into placing signage throughout the City to enforce the rules.

City Manager Pate asked Mr. Austin to look into ordering large signs to be placed around the City to inform the residents of the rules.

Mayor Pigatt said that is why he asked about amending the item, so that it includes the placement of signs to inform the community of how they are to maneuver throughout the City.

Commissioner Burke left at 6:00 p.m.

There being no further discussion, the motion on the resolution passed by a 4-0 vote.

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

b) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AND THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Kelley, seconded by Vice Mayor Davis for discussion.

City Manager Pate said Miami-Dade County has included more civil enforcement penalties and will be issuing more civil citations rather than criminal citations which means that there will be less arrests relating to enforcement of the order that is currently in place with an array of infractions.

Mayor Pigatt said he is in favor of the item as there are too many people being incarcerated for non-violent infractions and being charged criminally.

City Attorney Norris-Weeks said she will email the commission the supporting document her office has been working on as it relates to this item.

Vice Mayor Davis said he is also in support of the item so that residents can stop receiving harsh punishments for minor non-violent infractions.

Commissioner Kelley said he is for enforcement and it does not matter if it is a citation or an arrest, the order needs to be enforced because this is a serious matter for the safety of the public and people are not taking it seriously. He hopes all of the orders are enforced.

Mayor Pigatt said the City should provide training to all of the officers about de-escalation while enforcing these orders so that the proper judgement is used when dealing with the people respectfully. He hopes funds are available if needed for this.

There being no further discussion, the motion on the resolution passed by a 4-0 vote.

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Mayor Pigatt thanked everyone for taking the proper steps to get through the virus by abiding by the orders and keeping safe.

6. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Davis to adjourn the meeting at 7:22 p.m.

MAYOR

ATTEST:

CITY CLERK

PUBLIC PRESENTATION

Jessica Garrett Modkins, President

Hip Rock Star, LLC

Ref: COVID-19 Public Relations and Marketing Services

City of Opa-locka COVID-19 PR & Marketing Overview

Hip Rock Star Advertising Marketing & Communications firm is honored to present our capabilities to the City of Opa-locka on COVID-19 Crisis Response.

Our Firm:

Hip Rock Star is a fully integrated Advertisement, Marketing & Communications firm headquartered in South Miami Dade County. Our average reach in PR is communicating initiatives to 1.6 Million radio listeners. Our social media average reach is engaging over 100 Thousand ad impressions. Our average advertisement spend is \$400 Thousand dollars.

Our Clients:

- National Football League
- Miami-Dade County
- City of North Miami
- City of Homestead
- City of Miramar
- Mourning Family Foundation

Our Certifications:

- DBE Certified with Florida & Miami-Dade County
- SBE – G&S Certified with Miami-Dade County, Miami-Dade County Public Schools and Broward County Public Schools
- M/WBE Certified with Miami-Dade County, Miami-Dade County Public Schools and Broward County Public Schools

COVID-19 & City of Opa-locka

- The Florida Department of Health reports that the City of Opa-locka has 118 reported cases of COVID-19
- Crisis Communications Objective will be to insure that every Opa-locka constituent receives COVID-19 related information in real-time. The immediate objective will address Truth to Rumor on COVID-19 with the African American and Hispanic community. Other high topic information will cover COVID-19 information on: Emergency Orders, COVID-19 Testing Locations, Employment & Business Assistance, and Food Assistance & Senior Services.
- The Tactics that will be used to disseminate the City of Opa-locka's unified message will be conveyed through the following channels:
 - Social Media
 - Press Releases
 - Newsletters

- Texts
 - Telephone Calls
- Our proposed Next Steps:
 - What are the gaps that need to be addressed based on constituents requests?
 - What is the vision for the City of Opa-locka that you would like communicated as it relates to COVID-19?

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), AND AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 13, 2020 the City of Opa-locka ("City") declared a State of Emergency due to COVID-19; and

WHEREAS, the City of Opa-locka finds it necessary to enter into an Emergency Agreement with Hip Rock Star, LLC in order to be in a position to better communicate with the residents and the business community regarding the COVID-19 pandemic; and

WHEREAS, due to the pervasive nature of COVID-19, the City of Opa-locka is in need of immediate public relations and marketing service professionals regarding the disease and its impact within the City; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Manager is hereby directed to enter into an emergency Agreement with Hip Rock Star, LLC to provide temporary Public Relations and Marketing Services to the City of Opa-Locka due to the COVID-19 pandemic as more specifically set forth in Exhibit "A".

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-locka, FL.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Bass:
Commissioner Burke:
Commissioner Kelley:
Vice Mayor Davis:
Mayor Pigatt:



City of Opa-Locka Agenda Cover Memo

City Manager:	John E. Pate		CM Signature:	<i>John E. Pate</i>	
Commission Meeting Date:	05.13.2020		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	2nd Reading	
				Yes	No
					X
Funding Source: Account# : 19-519312	(Enter Fund & Dept) Ex: City Manager Other Professional Svcs		Advertising Requirement: (Enter X in box)	Yes	
				No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☒	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the City Manager to enter into an agreement with Hip Rock Star, LLC for Public Relations and Marketing Services in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

Staff Summary:

It is necessary to enter into an emergency agreement for Public Relations and Marketing Services due to the COVID-19 pandemic.

Proposed Action:

Staff recommends approval to eneter into an agreement which will educate and effectively communicate with the citizens and business community.

Attachment:

Agreement

AGREEMENT

This Agreement is entered into this _____ day of _____ between the City of Opa-Locka ("City") and Hip Rock Star, LLC ("Contractor"), whose address is 9507 SW 160TH ST, Suite 230, Miami, FL 33157.

WHEREAS, Contractor is a public relations and marketing firm; and

WHEREAS, the Contractor desires to be associated with the City and City desires to retain Contractor to perform public relations and marketing services.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the City and the Contractor mutually agree as follows:

1. This Agreement shall be effective as of May _____, 2020 and shall terminate the Agreement in exactly ninety (90) days from said date (the "Term").
2. City retains Contractor as an independent contractor and Contractor agrees to work closely with the City to provide the following Public Relations and Marketing Service pursuant to the Scope of Services set forth in Exhibit "A".
3. The City agrees to pay Contractor a fee of Ninety Five Dollars (\$95.00) an Hour for services during the term hereof at an amount not to exceed total of Fifteen Thousand Dollars (\$15,000.00). Contractor shall be paid upon receipt of an invoice documenting specific deliverables that were provided to the City.
4. Contractor agrees to use best efforts, attention, knowledge and skill in carrying out Services. Contractor acknowledges the importance of completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
5. The fee shall be the entire compensation for any and all services rendered by Contractor hereunder.
6. The City shall not have any obligation hereunder to provide and shall not provide the Contractor or his dependents with medical, health, pension or any other employee benefits.
7. Contractor acknowledges and agrees that it shall be solely and exclusively Contractor's obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Contractor hereunder and to report and pay all taxes or impositions thereon.

Contractor shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by Contractor, any governmental agency or any other person in connection with the payment or recovery of such sums.

8. The City expressly reserves the right, at any time or for any reason whatsoever, to retain other Contractors in addition to Contractor to perform Services that are similar or identical to the Services being performed by Contractor.
9. Contractor acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the City and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Contractor or of which Contractor may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Contractor will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Contractor further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the City's or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information").
10. Contractor agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or otherwise, except in performance of the Services at anytime without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.
11. All Services provided by Contractor are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner items owned by the City for use.
12. The City shall not be under any obligation to use Contractor's name or give Contractor credit of any kind for any of the Services performed or work product prepared or furnished by Contractor; nor may Contractor use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Contractor's services indicate an endorsement by the City of Contractor's services, without the prior written consent of the City.

13. It is understood and agreed that Contractor's relationship with the City is not to exercise supervision of Contractor in Contractor's performance of the Services nor shall the City require Contractor's compliance with detailed orders or instructions, it being intended that Contractor shall serve as an independent contractor to the City with the time, manner and place of performance of Contractor's obligations being determined by Contractor, in his sole discretion and judgment as an independent Contractor.
14. Contractor acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Contractor has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.
15. To the extent permitted by law, the Contractor shall be liable for and indemnify, defend, and hold the City and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, officers, subcontractors, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City, any sums due to the Contractor under this Contract may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the City. The parties agree that such indemnification obligations shall survive the expiration or termination of this Agreement. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.
16. Contractor shall maintain at its sole cost and expense all times, comprehensive general liability insurance, in addition to any other insurance the City may reasonably require. Each policy shall state that it is not subject to cancellation, modification, or reduction in coverage without 30 days written notice to the City prior to the effective date of cancellation, modification or reduction in coverage. Contractor shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.
17. This Agreement is personal in nature to Contractor and the rights and obligations of Contractor may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Contractor by operation of law or otherwise.

18. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and that venue shall be in Miami-Dade County.
20. This Agreement or any part of this Agreement may be terminated by either party at any time upon no less than three (3) days' notice to the other party delivered in person or by confirmed delivery.
21. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.
22. In the event of conflict concerning the terms of this Contract, the parties will seek to mediate prior to filing any associated litigation.
23. If a court of competent jurisdiction holds the City of Opa-Locka liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought as a result of this Contract.
24. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.

("City")

("Contractor")

Date Signed

Tax ID or Social

EXHIBIT “A”

SCOPE OF SERVICES

CONTRACTOR AGREES TO:

- Create a Marketing Plan
- Service Press Release for COL on COVID-19 on Twitter
- Service Press Release for COL on COVID-19 to targeted news outlets
- Pitch development initiatives/stories and photo opportunities to outlets
- Coordinate and schedule interviews with spokesperson
- Develop talking points for interviews
- Broadcast interviews live on all Social Media platforms
- Provide an after-action report including all media releases, media clips, high performance social media posts with analytics, log of television and radio appearances
- Develop graphics to visually convey COVID-19 facts
- Post information to all social media platforms
- Develop and distribute a newsletter
- Distribute COL information to constituents via group texts and telephone calls

As a way to facilitate the aforementioned outcomes, the City agrees to:

- a) Work with the Hip Rock Star, LLC staff to identify information to be distributed.
- b) Provide feedback and approval on all work prior to disseminating to public, press, and constituents.
- c) Provide Access to scheduling of Spokesperson as needed.

Sponsored by: City Manager

RESOLUTION 2020 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH CALL ONE, INC. FOR INTERNET SERVICES TO BE INSTALLED AT 780 FISHERMAN STREET AT A COST NOT TO EXCEED \$20,000 PER YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as the City of Opa-locka ("City") desires and moves to modernize the way it conducts business, including increased mobile workforce, additional reliable bandwidth is needed; and

WHEREAS, the Information Technology department recommends approving this resolution which will allow the City to increase the reliability of the delivery of service and the speed of connection while consolidating three providers to one; and

WHEREAS, currently the City uses two Comcast connections and one AT&T fiber connection to provide Internet service to the City at total speed equaling 145 Mbps download and 25 Mbps upload; and

WHEREAS, the recommended vendor, Call One, Inc., will provide 500 mbps upload and 500 mbps download, as described in the Master Service Agreement, attached hereto as Exhibit "A" and Service Order Agreement attached hereto as Exhibit "B", which will suit the needs of the City at this time; and

WHEREAS, the City Commission finds that it is the best interest of the City to install an upgrade to the City's Internet services and bandwidth.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Authorization for City Manager to Enter Internet Services Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to enter into a three (3) year agreement with Call One, Inc. for internet services to be installed at 780 Fisherman Street at a cost not to exceed \$20,000 per year.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and **ADOPTED** this ____ day of May, 2020

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Nelson Rodriguez		Department Director Signature:			
City Manager:	John E. Pate		CM Signature:			
Commission Meeting Date:	May 13, 2020	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1 st Reading	
	X		Public Hearing: (Enter X in box)		2 nd Reading	
			Yes	No	Yes	No
				X		X
Funding Source: Account# : 85-512413	(Enter Fund & Dept) Ex:	Advertising Requirement: (Enter X in box)	Yes		No	
					X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X				
Sponsor Name	City Manager		Department: Information Technology		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH CALL ONE FOR INTERNET SERVICES TO BE INSTALLED AT 780 FISHERMAN STREET AND SERVICING MULTIPLE LOCATIONS AT A COST NOT TO EXCEED \$20,000.00 PER YEAR.

Staff Summary: Proposed Action:

The Information Technology department recommends approving this resolution which will allow the City to increase the reliability of the delivery of service and the speed of connection while consolidating three providers to one. Currently we use two Comcast connections and one AT&T fiber to provide internet service to the city at total speeds equaling 145 Mbps download and 25 Mbps upload. As the City moves to modernize the way business is conducted, including increased mobile workforce and VOIP, additional reliable bandwidth is needed. The recommended vendor will provide 500 Mbps upload and 500 Mbps download which will suit the need of the City at this time.

Attachment:

Proposals
Analysis
Quotes

Current Provider(s)	Circuit/Modem Location	Delivery
AT&T	780 Fisherman	Fiber
Comcast	780 Fisherman	Coax
Comcast	780 Fisherman	Coax
Total		

Proposed Provider(s)	Circuit/Modem Location	Delivery
Call One	780 Fisherman	Fiber
NHC	780 Fisherman	Fiber
Nitel	780 Fisherman	Fiber

Proposed Provider(s)	Circuit/Modem Location	Delivery
AT&T	2331 NW 143rs Street	Coax
NHC	2331 NW 143rs Street	Coax
Nitel	2331 NW 143rs Street	Coax

Proposed Provider(s)	Circuit/Modem Location	Delivery
AT&T	1900 Burlington Strret	Coax
NHC	1900 Burlington Strret	Coax
Nitel	1900 Burlington Strret	Coax

Use
Internet
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN

Use
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN

Use
Internet, VPN, CCTV
Internet, VPN, CCTV
Internet, VPN, CCTV

Use
Internet, VPN, CCTV
Internet, VPN, CCTV
Internet, VPN, CCTV

Serviced Departments\Locations	Speed (upload/download)
City Hall, Public Works, Sherbondy Village	20 Mbps Symetrical
City Hall, Public Works, Sherbondy Village	100 Mbps/20 Mbps
Police Department	25 Mbps/5 Mbps
	145 Mbps/25 Mbps

Serviced Departments\Locations	Speed
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical

Serviced Departments\Locations	Speed
Helen Miller Center	50 Mbps Symetrical
Helen Miller Center	50 Mbps Symetrical
Helen Miller Center	50 Mbps Symetrical

Serviced Departments\Locations	Speed
Ingram Park	50 Mbps Symetrical
Ingram Park	50 Mbps Symetrical
Ingram Park	50 Mbps Symetrical

Monthly Cost
\$829.60
\$244.64
\$110.09
\$939.69

Monthly Cost	Recommendation
\$1,097.00	Yes
\$1,626.50	No
\$1,304.73	No

Monthly Cost	Recommendation
\$591	No
\$666.95	No
\$156.17	Yes

Monthly Cost	Recommendation
\$591	No
\$666.95	No
\$156.17	Yes



RFQ# 3083988933

Telecom Service Quote For

City Of Opa Locka

780 FISHERMAN ST, 4th floor, OPA LOCKA, FL, 33054

Prepared and Presented by

Scott Belazi

Office: 773-892-1143

Email: SBelazi@nitelusa.com

Service Location	Internet				Term	Monthly (\$)	Install (\$)
	Access bandwidth	Port (Mbps)	Router				
Loc 1: 780 FISHERMAN ST, 4th floor, OPA LOCKA, FL, 33054	100M FastE	100	Yes		36	844.95	0.00
Loc 1: 780 FISHERMAN ST, 4th floor, OPA LOCKA, FL, 33054	200M GigE	200	Yes		36	1,012.86	0.00
Loc 1: 780 FISHERMAN ST, 4th floor, OPA LOCKA, FL, 33054	500M GigE	500	Yes		36	1,304.73	0.00



NHC SERVICE PROPOSAL

PREPARED FOR: CITY OF OPA LOCKA

AGENT: TCG

AGENT

TCG

QUOTE NUMBER

29910

DATE PREPARED

2/19/2020

PREPARED BY:

Julie Robillard

EXPIRES ON:

5/19/2020

LOCATION NUMBER	DESCRIPTION	MRC	NRC
AT&T 500mbps DIA	780 Fisherman Street 4th Floor Server Room Opa Locka, FL 33054	\$1,626.50	\$0.00
CC 500mbps DIA	780 Fisherman Street 4th Floor Server Room Opa Locka, FL 33054	\$1,881.50	\$0.00
<i>* Please see the following pages for quote details</i>			



NHC QUOTE

TCG

CITY OF OPA LOCKA

780 Fisherman Street 4th Floor Server Room Opa Locka, FL 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Access Circuit - 500mbps DIA	\$1,352.00	\$1,352.00
1	Coordinated Access Charge	\$240.00	\$240.00
1	NHC Managed Router	\$34.50	\$34.50
1	/29	\$0.00	\$0.00
TOTAL MRCs			\$1,626.50

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
TOTAL MRCs			\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
TOTAL NRCs			\$0.00

AT&T Q-10985074

Please note **Promo pricing expires 3/31/2020

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

3 Year Term

**Pending Site Survey

TOTAL MRC

\$1,626.50

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



NHC QUOTE

TCG

CITY OF OPA LOCKA

780 Fisherman Street 4th Floor Server Room Opa Locka, FL 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Access Circuit - 500mbps DIA	\$1,569.00	\$1,569.00
1	Coordinated Access Charge	\$278.00	\$278.00
1	NHC Managed Router	\$34.50	\$34.50
1	/29	\$0.00	\$0.00
		TOTAL MRCs	\$1,881.50

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

CrownCastle

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

3 Year Term

**Pending Site Survey

TOTAL MRC

\$1,881.50

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



RFQ# 6644498913

Call One Telecom Service Quote For
City of Opa Locka

Prepared and Presented by
John McInain
National Channel Manager
Office: 904-849-9370
Email: jmcinain@callone.com

790 FISHERMAN ST, OPA LOCKA, FL, 33054

Quote Date: 02/20/2020

Valid Through: 04/05/2020

Internet
3 YEAR TERM

Service Requirements

Order Type: New
Transport Access Type: Any
Port Bandwidth: 500

Broadband Services

Description	Qty	Price	Monthly
1 Useable Host IP	1	0.00	0.00
Internet - 500M	1	967.00	967.00
Sub Total:			967.00

Managed Equipment

Description	Qty	Price	Monthly
Cisco 4431	1	130.00	130.00
Sub Total:			130.00

Installation Services

Description	Qty	Price	One-Time
Internet - 500M	1	500.00	0.00
Sub Total:			0.00

Site Summary	Monthly (\$)	Install (\$)
Site Total	1,097.00	0.00

Sponsored by: City Manager

RESOLUTION 2020 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH NITEL INC. FOR THE PROVISION OF INTERNET SERVICES TO BE INSTALLED AT 2331 NW 143RD STREET (THE HELEN MILLER CENTER) AND 1900 BURLINGTON STREET (INGRAM PARK) AT A COST NOT TO EXCEED \$4,200 PER YEAR AND PER PARK FACILITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as the City of Opa-locka ("City") desires and moves to modernize the way it conducts business, including an increased mobile workforce, additional reliable bandwidth is needed; and

WHEREAS, the Information Technology department recommends approving technology that will allow the City to restore internet services at the Helen Miller Center and Segal Park, as well as restore internet services at the Ingram Park Facility; and

WHEREAS, the recommended vendor, Nitel, Inc., will provide installation services, equipment and ongoing data services to both park locations, as described in the Master Service Agreement (attached hereto as Exhibit "A") and respective location service orders (attached hereto as Composite Exhibit "B"); and

WHEREAS, Internet service at the Helen Miller Center will be used for the existing computer lab and to provide public Wi-Fi to the building and park facility. These services will also be used to provide staff with access to the City network VoIP telephone services and CCTV backhaul; and

WHEREAS, Internet service at Ingram Park will be used for the new upcoming computer lab and to provide public Wi-Fi to the building and the park facility. Such services will also be used to provide staff with access to the City network VoIP telephone services and CC TV backhaul; and

WHEREAS, the City Commission finds that it is the best interest of the City and residents to restore Internet services to the foregoing City properties.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY

COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Authorization for City Manager to Enter Internet Services Agreement. The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to enter into a three (3) year agreement with Nitel, Inc. for the provision of internet services to be installed at 2331 NW 143rd Street (the Helen Miller Center) and 1900 Burlington Street (Ingram Park) at a cost not to exceed \$4,200 per year and per park facility

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-locka, FL.

PASSED and ADOPTED this ____ day of May, 2020

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Nelson Rodriguez		Department Director Signature:		
Budget Administrator:			Budget Administrator Signature:		
Finance Director:			FD Signature:		
Asst City Manager:			ACM Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	May 13, 2020	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1 st Reading	2 nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
85-512413					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department: Information Technology	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH NITEL FOR INTERNET SERVICES TO BE INSTALLED AT 2331 NW 143RD STREET AND 1900 BURLINGTON STREET SERVICING BOTH LOCATIONS AT A COST NOT TO EXCEED \$8,400.00 PER YEAR.

Staff Summary: Proposed Action:

The Information Technology department recommends approving this resolution which will allow the City to restore internet services at Helen Miller Center/Segal Park and Ingram Park. Internet service at these locations will be used for the computer labs and to provide public WIFI to the building and the park facility. These services will also be used to provide staff with access to the City network, VOIP telephone services, and CCTV backhaul.

Attachment:

Proposals
Analysis

Current Provider(s)	Circuit/Modem Location	Delivery
AT&T	780 Fisherman	Fiber
Comcast	780 Fisherman	Coax
Comcast	780 Fisherman	Coax
Total		

Proposed Provider(s)	Circuit/Modem Location	Delivery
Call One	780 Fisherman	Fiber
NHC	780 Fisherman	Fiber
Nitel	780 Fisherman	Fiber

Proposed Provider(s)	Circuit/Modem Location	Delivery
AT&T	2331 NW 143rs Street	Coax
NHC	2331 NW 143rs Street	Coax
Nitel	2331 NW 143rs Street	Coax

Proposed Provider(s)	Circuit/Modem Location	Delivery
AT&T	1900 Burlington Strret	Coax
NHC	1900 Burlington Strret	Coax
Nitel	1900 Burlington Strret	Coax

Use
Internet
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN

Use
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN
Internet, Email, FTP, VPN

Use
Internet, VPN, CCTV
Internet, VPN, CCTV
Internet, VPN, CCTV

Use
Internet, VPN, CCTV
Internet, VPN, CCTV
Internet, VPN, CCTV

Serviced Departments\Locations	Speed (upload/download)
City Hall, Public Works, Sherbondy Village	20 Mbps Symetrical
City Hall, Public Works, Sherbondy Village	100 Mbps/20 Mbps
Police Department	25 Mbps/5 Mbps
	145 Mbps/25 Mbps

Serviced Departments\Locations	Speed
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical
City Hall, Public Works, Sherbondy Village, Police Department	500 Mbps Symetrical

Serviced Departments\Locations	Speed
Helen Miller Center	50 Mbps Symetrical
Helen Miller Center	50 Mbps Symetrical
Helen Miller Center	50 Mbps Symetrical

Serviced Departments\Locations	Speed
Ingram Park	50 Mbps Symetrical
Ingram Park	50 Mbps Symetrical
Ingram Park	50 Mbps Symetrical

Monthly Cost
\$829.60
\$244.64
\$110.09
\$939.69

Monthly Cost	Recommendation
\$1,097.00	Yes
\$1,626.50	No
\$1,304.73	No

Monthly Cost	Recommendation
\$591	No
\$666.95	No
\$156.17	Yes

Monthly Cost	Recommendation
\$591	No
\$666.95	No
\$156.17	Yes



RFQ# 5929886225

Telecom Service Quote For

Ingram Park

2100 burlington street, Opa Locka, FL, 33054

Prepared and Presented by

Scott Belazi

Office: 773-892-1143

Email: SBelazi@nitelusa.com

(305688) 2100 burlington street, Opa Locka, FL, 33054

Quote Date: 03/20/2020

Valid Through: 04/19/2020

**Internet
3 YEAR TERM****Service Requirements**

Product Type:	Internet	Port:	50
Service Type:	Internet	Internet Type:	Dedicated
Access:	50M FastE	Quote router:	Yes

Data Services- Recurring

Description	Qty	Price	Monthly
IP FE, 50Mbps: Loop	1	395.50	395.50
IP FE, 50Mbps: Port	1	175.50	175.50
Sub Total:			571.00

Equipment- Recurring

Description	Qty	Price	Monthly
Managed Router	1	19.95	19.95
Sub Total:			19.95

Installation Services

Description	Qty	Price	One-Time
IP FE, 50Mbps: Loop Install Cost	1	0.00	0.00
Sub Total:			0.00

Summary	Monthly (\$)	Install (\$)
Site Total	590.95	0.00

(305688) 2100 burlington street, Opa Locka, FL, 33054

Quote Date: 03/20/2020

Valid Through: 04/19/2020

**Internet
3 YEAR TERM****Service Requirements**

Product Type:	Internet	IPs needed:	1
Service Type:	Internet	available download speed:	100
Internet Type:	Broadband		

Data Services- Recurring

Description	Qty	Price	Monthly
Static IPs (1)	1	9.95	9.95
Broadband 75MB / 15MB	1	146.22	146.22
Sub Total:			156.17

Equipment- Recurring

Description	Qty	Price	Monthly
Cable Modem	1	0.00	0.00
Sub Total:			0.00

Installation Services

Description	Qty	Price	One-Time
Broadband 75MB / 15MB	1	49.95	49.95
Sub Total:			49.95

Summary	Monthly (\$)	Install (\$)
Site Total	156.17	49.95

Comments

Quote Disclaimer: This quote is a broadband pre-qualification only. Additional qualification is needed to determine availability, which may include, but is not limited to, a site survey. Certain sites may be subject to vendor construction costs. In some instances, the bandwidth speeds quoted may not be available, in which case, lower speed options will be presented if available.

Date	3 Years 50 Mbps yes	With the Fiber Fast (FF) program, shortened intervals for the installation may be available. Eligibility for the shortened interval is based on the status of AT&T fiber & network equipment at address. Eligibility is confirmed during order processing.	
Term			
Bandwidth			
Router - Yes or No			
MSA # if existing		Solution Provider Order Contact	
		Phone	
		Email	
Customer Information		Additional Solution Provider Order Contact	
Company Name	Helen Miller & Ingram Park	Phone	
Full Legal Business Name		Email	
Address		Technical Information	
Address (Suite?)		Handoff Interface - see dropdown	SELECT
City		Is the Service Address a Carrier Hotel/Data Center?	SELECT
ST		If yes, who owns the data center?	
ZIP			
		Pricing	
Installation Location		Port \$	\$524
Location Company Name		Access \$	\$67
		Total	\$591
Floor & Room			
Installation Street Address		CPE Option/Install Charge (if applicable)	SELECT
City			
ST		Is this Order Type replacing or changing an existing ACC circuit?	SELECT
ZIP			
Active Phone Number at DMRC			
Billing Information		ACID	
Billing Name	Helen Miller & Ingram Park	SACID	
Address			
Address (Suite?)		(ADI_SSE_170907 OTIS supported)	
City			
ST			
ZIP			
Billing Contact Name			
Phone			
Email			
Customer Contact (signing party)			
Name			
Title			
Phone			
Email			
Technical Contact			
Name			
Phone			
Email			
BusinessDirect Registration (Required for new ADI ACC Business customers w/o Business Direct)			
Company Administrator Name			
Phone			
Email			
Local onsite contact			
Name			
Phone			
Email			
Cell			
2nd Local Contact			
Name			
Phone			
Email			
Cell			

		GAI		ADI PNT General Account Information	
Personalized solutions, dedicated support.		To get the forms you need make your selections in Sections 1 through 3B. Type in the Number of Locations (even if just 1) and then press the ENTER key.		An asterisk shows a required item.	
SECTION 1 Product(s) & Term					
Product(s)	ADI	Yes	No. of ADI Locations	1	
	Domestic Anira	* SELECT	No. of Dom Anira Locations	*	
			Hi-Cap Flex	* SELECT	
Term		3 Years			
SECTION 2 Multi-Service Agreement (MSA) or Master Agreement (MA)					
MSA or MA UA on File?		NO/UNKNOWN			
Master Agreement Number		(For ACC Business Administrative Use Only)			
SECTION 3A Order Information					
Order Type	New				
Account Number					
Customer Type	* SELECT				
SECTION 3B Billing					
Billing Option	* SELECT		CORPORATE BILLING : \$6.50/mo. Administrative Fee plus \$3.00/mo. each service location		
Location #		of			
Corporate Billing: Is the Service address the Headquarters Location?			NO	Bill Manager:	NO
BILLING REPORT OPTIONS (please provide supporting paperwork):					
Access-a-Bill \$19.95 per month			NO		
BILLING CYCLE (Bill Date Preference)			CYCLE 10		
SECTION 4 ACC Business Representative					
Channel Manager					
Solution Provider (SP) Channel ID #			Assoc. SP Channel ID #		
SECTION 5 Account Information (All fields required)					
I. Company Name (Service Company Name)			II. Billing Company Name		
Helen Miller & Ingram Park			Helen Miller & Ingram Park		
Legal Company Name (Parent Company)					
Company Street			Billing Street		
City			City		
State			State		
Zip Code			Zip Code		
Updated: 1/15/2020					

CONTACTS INFORMATION

SOLUTION PROVIDER ORDER CONTACT				
Solution Provider Order Contact for ACC Business Order Implementation & AT&T Provisioning (mandatory)				
Solution Provider Order Contact Name:		Email:		Phone Number:
Note: Individual will receive ACC Business and AT&T order implementation touchpoints and notifications.				
Additional Solution Provider Order Contact for ACC Business Order Implementation				
Solution Provider Order Contact Name:		Email:		Phone Number:
Note: Individual will receive order ACC Business implementation touchpoints. This additional contact will not receive AT&T Digital Notifications.				
CUSTOMER CONTACTS				
Customer Contact (mandatory)				
Name:		Email:		Phone Number:
Title				
Note: this individual receives the countersigned ACC Business contract, and may be different than the customer contract signing party. This individual will be an authorized contact for account and billing inquiries with ACC Business.				
Customer Billing Contact (mandatory)				
Name:		Email:		Phone Number:
Note: This individual will receive the ACC Business invoice. This individual will be an authorized contact for account and billing inquiries with ACC Business.				
Primary Technical Customer Contact (mandatory)				
Name:		Email:		Phone Number:
Note: Primary technical contact is expected to provide technical validation for an order, and help coordinate installation. This individual will receive order implementation touchpoints or notifications from ACC Business/AT&T.				
ACC BusinessDirect Registration (mandatory)				
New ADI customers are automatically registered for ACC BusinessDirect, an online portal that helps customers to manage their service post-installation. Please specify the customer contact to serve as the Company Administrator for BusinessDirect (this contact must be a direct employee of the customer of record):				
BusinessDirect Company Administrator:		Email:		Phone Number:
Note: Once established, USER ID & login information will be emailed to the company administrator by the AT&T BusinessDirect® Team. At log in, the Company Administrator can set up additional users associated with the customer, as required.				
Ship to Contact for managed AT&T routers with ADI or AVPN service if different than the Local Contacts				
For ADI customers with managed AT&T routers, if the Ship to Contact is different than the Local Contact (LCOM) at the service address(es), please specify:				
Name:		Email:		Phone Number:
Ship to Contact Full Mailing address:				
Note: If this is a multiple location order, do not enter the updated "ship to" address here unless ALL routers are shipped to this single alternate address. If individual locations require unique ship to addresses, submit a spreadsheet with details for each location.				
Additional Authorized Billing & Account Contacts				
If the customer requires additional ACC Business Billing and Account Contacts - in addition to the Customer Contact and Customer Billing Contact above - please specify:				
Name:		Email:		Phone Number:
Name:		Email:		Phone Number:
Note: If this is a multiple location order, the Customer Contact and Customer Billing Contact, as well as any additional authorized billing and account contacts designated here, will be authorized contacts for all locations. If individual locations requires unique authorized contacts, please submit a spreadsheet specifying contacts for each location.				

		ACC PS160		ACC SSE OTIS 170907	
For Administrative Use Only Master Agreement #:					
AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE For Customer Service Call 1-888-286-2685					
SECTION 1. ACC BUSINESS REPRESENTATION					
Channel / Retention Manager			Solution Provider Channel ID #		
			Associate Solution Provider Channel ID #		
Solution Provider Order Contact			Additional Solution Provider Order Contact		
Solution Provider Order Contact Email Address			Additional Solution Provider Order Contact Email		
Solution Provider Order Contact Phone #			Additional Solution Provider Order Contact Phone #		
SECTION 2. ACCOUNT INFORMATION (All fields required)					
I. Company Name Helen Miller & Ingram Park			II. Billing Company Name: Helen Miller & Ingram Park		
Company Street			Billing Street	1	
			2		
City	State	Zip Code	City	State	Zip Code
Contact Person			Billing Contact Person		
Contact Email Address			Billing Contact Email Address		
Phone #			Billing Contact Phone #		
III. REQUIRED FOR ALL: Legal Company Name (Parent Company)					
SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION					
Demarc Company Name					
On-Site Local Contact Name (LCON) (required)		Alt LCON Contact Name (required)			
LCON Phone # (required)		Alt LCON Phone # (required)			
LCON Email Address (required)		ALT LCON Email Address (required)			
LCON Mobile Phone #		ALT LCON Mobile Phone #			
Street Demarc		Telephone # of nearest neighbor/business			
Room & Floor		Primary Technical Customer Contact Name (required)			
		Primary Technical Customer Contact Phone # (required)			
City	State	Zip Code	Primary Technical Customer Contact Email Address (required)		
Active phone number at Demarc location (required)			Dedicated Analog Phone # (required for Included CPE)		
No Toll Free					
Remarks:					
Is this site a Carrier Hotel/Data Center?		SELECT	If yes, who owns the Carrier Hotel/Data Center?		
		LSO NPA-NXX (INTERNAL USE ONLY)			
SECTION 4A. ACCOUNT DETAIL INFORMATION					
New Account: NO		Existing Account: NO		Account Number:	
SECTION 4B. BILLING OPTIONS (refer to Billing Options document, found on A.I.M.)					
STANDARD BILLING (Single Account Billing)		NO			
CORPORATE BILLING : \$6.50/mo. Administrative Fee plus \$3.00/mo. each service location		NO			
Corporate Billing Option:					
Corporate Billing: Is the above Service address the HQ Location?		NO			
Corporate Billing: Location #					
BILLING REPORT OPTIONS (please provide supporting paperwork):					
Access-a-Bill \$19.95 per month		NO			
BILLING CYCLE (Bill Date Preference)		CYCLE 10			
Charges marked by are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.					

SECTION 4C. ORDER TYPE						
Order Type		New				
Is this Order replacing or changing an existing ACC circuit? *				SELECT		
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the ADIMultiloc sheet)						
Existing circuit IDs (required):		Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):				
SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS						
Term: 3 Years		Promo Code(s):				
Other:						
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)						
Applicable supporting documentation (printout, quote letter and ICB) <i>must be attached</i>						
	PORT SPEED	Monthly Port Charges and Other Charges all Multi Locations	Total Number Selected	Monthly Port Charges and Other Charges Single Location	CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps)	
Full T1	SELECT				SELECT ONE	
NxT1	SELECT				SELECT ONE	
Fractional + Full T3	SELECT				SELECT ONE	
Ethernet	50 Mbps		1	\$524	SELECT	
Gigabit Ethernet	SELECT				SELECT ONE	
Other Charges	For Changes Complete Section 4C					
Hi-Cap Full T3 MBC	SELECT				SELECT ONE	
Hi-Cap Incr Charge/mbps						
Hi-Cap OC3 MBC	SELECT				SELECT ONE	
Hi-Cap Incr Charge/mbps						
Hi-Cap Ethernet MBC	SELECT				SELECT ONE	
Hi-Cap Incr Charge/mbps						
					Installation Charges	Amount Waived
Total Port Charges Single Location:			1	\$524	\$0	\$0

			Monthly Circuit Charges all Multi Locations	Total Number Selected	Monthly Charge Per Circuit Single Location	Installation Charges (Renewals=\$0 Prov. Order =charges)	Amount Waived
LOCAL ACCESS							
128K-NxT1 (25 miles from PoP in the 48 states)							
128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states)		SELECT					
Ethernet	Circuit Speed	Total Service (default)		1	\$67		
	50 Mbps						
Fractional/Full T3, OC3, or T3/OC3 On-Net		SELECT					
Full OC12 or OC48 Access arrangement		SELECT					
Ethernet Interface		SELECT					
Business in a Box Router		SELECT					
Total Local Access Charges Single Location				1	\$67	\$0	\$0
SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION							
IPv6/Dual Stack requested		* SELECT					
Domain Name used for service: (additional domains identified during technical interview)							
Primary. # of domains (up to 15 included per ADI port):				SELECT	(additional Primary DNS is \$100/month per 15 domains)		
Secondary. # of domains (up to 15 included per ADI port):				SELECT	(additional Secondary DNS is \$100/month per 15 domains)		
COS (Class of Service)					Monthly Charges	One-Time Install Charges (Waived)	
COS (NxT1 ports require MLPPP)				SELECT	\$0		
PNT (Private Network Transport)					Monthly Charges	One-Time Install Charges (Waived)	
PNT (NxT1 ports require MLPPP)				SELECT	\$0		
				Quantity	Monthly Charges	One-Time Install Charges	
Type?		SELECT	0	\$0			
Choke Router/Outbound Load Balancing?		SELECT		\$0			
Redundant CPE (Cold Standby)?		SELECT		\$0			
Single Location Optional Services Totals:				0	\$0	\$0	
SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION							
						One-Time Move Charge	
Move Charges T1, NxT1, fractional T3, T3 & OCX.					SELECT	\$0	

SECTION 5E. TOTAL ALL CHARGES		BILLED	WAIVED
Total Single Location Monthly Port, Local Access, and Optional Service Charges:		\$591	
Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges:		\$0	\$0
SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD			
Portion of Monthly Service Fees Applicable to Minimum Payment Period 50%	Service Components All Service components	Minimum Payment Period Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)	
The minimum retention period is 12 months for all service components			
SECTION 6. TERMINATION			
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:			
1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or			
2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.			
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an AT&T Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.			
SECTION 7. TAX EXEMPT INFORMATION			
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.		Federal	NO
		State	NO
		County	NO
		City	NO
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE			
Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule (Pricing Schedule) apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide (Service Guide) located at http://serviceguidenew.att.com/			
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/aup/			
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.			
NOTE: AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))			
Customer		ACC Business	
Name (Printed)		Name (Printed)	
Signature By (x)		Signature By (x)	
Date		Date	
Company	Helen Miller & Ingram Park	Company	ACC Business
Title		Title	Contract Specialist

ACC BUSINESS MULTI-SERVICE AGREEMENT

Customer	AT&T Corp. d/b/a ACC Business
Customer Legal Name:	ACC Business
Street Address:	
City:	
State/Province:	
Zip Code:	Country:
Customer Contact (for notices)	ACC Business Contact (for notices)
Name:	Street Address: 400 West Avenue
Title:	City: Rochester State/Province: NY
Street Address:	Zip Code: 14611 Country: USA
City:	State/Province:
Zip Code:	Country:
Telephone:	
Fax:	
Email:	
This ACC Business Multi-Service Agreement between the customer named above (Customer) and AT&T Corp. doing business as (d/b/a) ACC Business "ACC Business" (each a Party) is effective when signed by both Parties (Effective Date).	

This ACC Business Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> (BSA) (collectively the attached provisions and BSA constitute the MSA). In order for Customer to purchase ACC Business Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term (Pricing Schedule). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the Agreement for those Services. A Service Publication includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com> which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup (AUP). Service Publications and the AUP may be amended by AT&T or ACC Business from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer	AGREED: AT&T Corp. d/b/a ACC Business
By:	By:
(by its authorized representation)	(by its authorized representation)
Name:	Name:
(Typed or Printed Name)	(Typed or Printed Name)
Title:	Title:
Date:	Date:

Services: Service or Services means all products and services (including wireless, if applicable) ACC Business provides Customer pursuant to this Agreement.

Execution by Affiliates: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate, associated contract(s). An Affiliate of a party is an entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term, including applicable extensions, (Pricing Schedule Term) and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment (MARC) is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse ACC Business for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by ACC Business from a third-party (i.e., not an AT&T Affiliate) due

to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the Minimum Period) and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. ACC Business must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment ACC Business sells Customer (Purchased Equipment) pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T or ACC Business retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T or ACC Business as Customer's agent to sign and file a financing statement to perfect AT&T's and ACC Business' security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T or ACC Business passes through to Customer any warranties available from its suppliers, to the extent that AT&T or ACC Business is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' business. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T or ACC Business only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



ACC Business Credit Application

ACC CR200

* Fields with an asterisk are required.

400 West Avenue, Rochester, NY 14611 (800) 588-2793			
Customer Information			
* Full Legal Company Name (including any DBA)		* Phone Number	
* Street Address:			
* City	* State	* Zip Code	
* Full Name of Parent Company and Address/City/State/Zip (if different)		Fax Number	
Street Address			
City	State	Zip Code	
* Contact Name & Title		* Industry or Business	
Credit Information			
* Years in Business	* State of Incorporation	Dun & Bradstreet Number:	
* Type(s) of Service	* Type of Business:		
ADI	☐ Corporation ☐ Partnership ☐ Federal ☐ Joint Venture ☐ Sole Proprietorship ☐ State ☐ Subchapter ☐ LLC ☐ Local		
* Estimated Total Monthly Usage			
\$ \$591.00 per month			
Bank References Optional			
Present Bank of Applicant		Account Number	
Contact Name	Phone Number	Fax Number	
Previous or Second Bank of Applicant		Account Number	
Contact Name	Phone Number	Fax Number	
AT&T Account Reference (if applicable)			
Name of AT&T Account		Address	
		City State Zip Code	
Account #	Phone Number	Fax Number	
If application reflects a new address please provide your previous address.			
Street Address			
City	State	Zip Code	

CUSTOMER LETTER OF AGENCY

Please be advised that we,

ENTER ACC BUSINESS CUSTOMER NAME

(Customer), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. d/b/a ACC Business and its affiliates (ACC Business), and hereby authorize

ENTER ACC BUSINESS SOLUTION PROVIDER NAME

(SP) and such other entities or persons named below (Others Named) to act on our behalf with respect to the matters described herein.

By this Customer Letter of Authority (Letter), SP and Others Named are authorized non-exclusively to operate as our representative in dealings between us and ACC Business in connection with the marketing, sale and purchase of telecommunications, data, and information services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information (CPNI). Notwithstanding the foregoing authorization, neither SP nor Others Named is authorized to execute any contracts on our behalf.

We understand that it is ACC Business's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from ACC Business, we hereby authorize ACC Business to use our CPNI, share our CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with ACC Business. We further grant ACC Business permission to provide SP and Others Named access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by ACC Business. We acknowledge and agree that any unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against ACC Business. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and Others Named, ACC Business may initiate a credit check and/or access our existing credit information on file with ACC Business.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original writing in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on

ENTER DATE

and will remain valid unless revoked in writing by Customer, SP, and Others Named or ACC Business. Written revocation notices must specify the SPs and Others Named name and be received by ACC Business, Attn: Customer Care, 400 West Avenue, Rochester, NY 14611-2538

CUSTOMER: _____

SIGNATURE: _____

PRINTED
NAME: _____

TITLE: _____

STREET/CITY/
STATE/
ZIP: _____

EMAIL
ADDRESS
/
PHONE
NUMBER: _____

SOLUTION PROVIDER COMPANY: _____

SIGNATURE: _____

PRINTED
NAME: _____

TITLE: _____

STREET/CITY/
STATE/
ZIP: _____

EMAIL
ADDRESS/
PHONE
NUMBER: _____

SOLUTION PROVIDER'S SALES REP: _____

SOLUTION PROVIDER ID (SPID): _____

OTHERS NAMED

COMPANY NAME: _____

SIGNATURE: _____

PRINTED
NAME: _____

TITLE: _____

STREET/CITY/
STATE/
ZIP: _____

EMAIL
ADDRESS/
PHONE
NUMBER: _____



NHC SERVICE PROPOSAL

PREPARED FOR: Helen Miller Center

AGENT: TCG

AGENT

TCG

QUOTE NUMBER

30921

DATE PREPARED

3/20/2020

PREPARED BY:

Julie Robillard

EXPIRES ON:

6/18/2020

LOCATION NUMBER	DESCRIPTION	MRC	NRC
20m DIA	2331 NW 143 Street Opa Locka, Fl. 33054	\$538.95	\$0.00
75 Mbps/15 Mbps Cable	2331 NW 143 Street Opa Locka, Fl. 33054	\$206.00	\$0.00
300 Mbps/25 Mbps Cable	2331 NW 143 Street Opa Locka, Fl. 33054	\$277.00	\$0.00
50m DIA	2331 NW 143 Street Opa Locka, Fl. 33054	\$666.95	\$0.00
20m DIA	2100 Burlington Street Opa Locka, Fl. 33054	\$538.95	\$0.00
75 Mbps/15 Mbps Cable	2100 Burlington Street Opa Locka, Fl. 33054	\$206.00	\$0.00
300 Mbps/25 Mbps Cable	2100 Burlington Street Opa Locka, Fl. 33054	\$277.00	\$0.00
50m DIA	2100 Burlington Street Opa Locka, Fl. 33054	\$666.95	\$0.00
* Please see the following pages for quote details			



NHC QUOTE

TCG

Helen Miller Center

2331 NW 143 Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Internet Access - 20m DIA	\$430.00	\$430.00
1	Coordinated Access Charge	\$76.00	\$76.00
1	NHC Managed Router	\$32.95	\$32.95
1	5 Static IPS	\$0.00	\$0.00
TOTAL MRCs			\$538.95

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
TOTAL MRCs			\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
TOTAL NRCs			\$0.00

Q-11356442

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3 Year Term

TOTAL MRC

\$538.95

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



new horizon
communications

NHC QUOTE

TCG

Helen Miller Center

2331 NW 143 Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Cable Access - 150 Mbps/20 Mbps	\$145.00	\$145.00
1	Coordinated Access Charge	\$26.00	\$26.00
1	Carrier Router	\$13.50	\$13.50
1	5 Static IPS	\$21.50	\$21.50
		TOTAL MRCs	\$206.00

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3 Year Term

TOTAL MRC

\$206.00

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



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communications

NHC QUOTE

TCG

Helen Miller Center

2331 NW 143 Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Cable Access - 300 Mbps/25 Mbps	\$205.00	\$205.00
1	Coordinated Access Charge	\$37.00	\$37.00
1	NHC Carrier Router	\$13.50	\$13.50
1	5 Static IPS	\$21.50	\$21.50
		TOTAL MRCs	\$277.00

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3 Year Term

TOTAL MRC

\$277.00

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



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communications

NHC QUOTE

TCG

Helen Miller Center

2331 NW 143 Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Internet Access -50m DIA	\$540.00	\$540.00
1	Coordinated Access Charge	\$94.00	\$94.00
1	NHC Managed Router	\$32.95	\$32.95
1	5 Static IPS	\$0.00	\$0.00
		TOTAL MRCs	\$666.95

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3 Year Term

TOTAL MRC

\$666.95

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



NHC QUOTE

TCG

Ingram Park

2100 Burlington Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Internet Access - 20m DIA	\$430.00	\$430.00
1	Coordinated Access Charge	\$76.00	\$76.00
1	NHC Managed Router	\$32.95	\$32.95
1	5 Static IPS	\$0.00	\$0.00
TOTAL MRCs			\$538.95

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
TOTAL MRCs			\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
TOTAL NRCs			\$0.00

Q-11356442

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3Year Term

TOTAL MRC

\$538.95

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



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communications

NHC QUOTE

TCG

Ingram Park

2100 Burlington Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Cable Access - 150 Mbps/20 Mbps	\$145.00	\$145.00
1	Coordinated Access Charge	\$26.00	\$26.00
1	Carrier Router	\$13.50	\$13.50
1	5 Static IPS	\$21.50	\$21.50
		TOTAL MRCs	\$206.00

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3Year Term

TOTAL MRC

\$206.00

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



NHC QUOTE

TCG

Ingram Park

2100 Burlington Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Cable Access - 300 Mbps/25 Mbps	\$205.00	\$205.00
1	Coordinated Access Charge	\$37.00	\$37.00
1	Carrier Router	\$13.50	\$13.50
1	5 Static IPS	\$21.50	\$21.50
		TOTAL MRCs	\$277.00

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3Year Term

TOTAL MRC

\$277.00

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC



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NHC QUOTE

TCG

Ingram Park

2100 Burlington Street Opa Locka, Fl. 33054

Monthly Recurring Charges (MRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	NHC Internet Access -50m DIA	\$540.00	\$540.00
1	Coordinated Access Charge	\$94.00	\$94.00
1	NHC Managed Router	\$32.95	\$32.95
1	5 Static IPS	\$0.00	\$0.00
		TOTAL MRCs	\$666.95

Additional Products and Services

QTY	DESCRIPTION	EACH	SUBTOTAL
0	1 GB WIRELESS BACKUP	\$52.00	\$0.00
		TOTAL MRCs	\$0.00

Non-Recurring Charges (NRCs)

QTY	DESCRIPTION	EACH	SUBTOTAL
1	Installation	\$0.00	\$0.00
0	WIRELESS BACKUP SETUP	\$99.00	\$0.00
		TOTAL NRCs	\$0.00

Please note

State and Federal Taxes and NHC Surcharges are not included.

Construction Charges Not Included, if Applicable

Pending Site Survey

3Year Term

TOTAL MRC

\$666.95

TOTAL NRC

\$0.00

www.nhcgrp.com info@nhcgrp.com 855-600-4NHC

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK REQUEST FOR PROPOSALS (RFP) 2019-02 FROM THE CITY OF LIGHTHOUSE POINT, FLORIDA FOR VOICE OVER IP (VOIP) TELEPHONE SYSTEM SERVICES AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INTERACTIVE SERVICES NETWORK, INC. (D/B/A IPFONE) FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") desires to upgrade its current telephone system as the current phone instruments in use in the City lack vital features that are available on newer phones;

WHEREAS, the City currently uses a legacy Voice Over IP telephone system ("VOIP"), Avaya IP500, that depends on Digital PRI's (T1 lines) for service; and

WHEREAS, as documented previously on numerous occasions, these Digital PRI's are unreliable since they depend on the copper wiring in the area; and

WHEREAS, the City of Lighthouse Point duly issued and executed on Request for Proposals 2019-02 (attached hereto in Exhibit "A") on April 18, 2019 for a five (5) year annual service and maintenance agreement with Interactive Services Network, Inc. (d/b/a IPFone) to provide equipment and services for a "Voice Over IP Phone System" ("New VOIP System") that is a highly available hosted system and is functional but can easily be updated/upgraded to address future needs as well as, among additional requirements, for training of users and administrators on the VOIP System and installation and configuration services for the system equipment; and

WHEREAS, the New VOIP System, which will allow the City with flexibility for deployment because it is internet based, also costs less than traditional phone systems

to operate and offers more capabilities such as call forwarding, call history, analytics, accounting, live dashboard, and auto attendant in one system; and

WHEREAS, several of the traditional phone lines will remain in service for use in life and safety emergency matters as well as other necessary use; and

WHEREAS, the City Commission finds that it is the best interest of the City to benefit from usage of an already executed Request for Proposals 2019-02 and professionals services agreement by the City of Lighthouse Point for the provision of equipment and services for a "Voice Over IP Phone System".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. **Adoption of Representations.** The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. **Authorization.** The City Commission hereby authorizes the City Manager to piggyback the City of Lighthouse Point Request for Proposals 2019-02 for Voice Over IP (VOIP) Telephone System Services and execute a professional services agreement with Interactive Services Network, Inc. (d/b/a IPFONE) for same, as described in the professional services agreement attached hereto as Exhibit "A".

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 5. **Effective Date.**
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED and ADOPTED this ____ day of _____ 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Nelson Rodriguez		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	05/13/2020	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box) Not to exceed \$Annually	Yes	No	Ordinance Reading: (Enter X in box)	1 st Reading	2 nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# : 85-512411	(Enter Fund & Dept) Ex: 001-501,		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract / P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	RFP # Piggyback Contract	
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☒	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to piggyback RFP 2019-002 from the City of Lighthouse Point, Florida for VOIP (Voice Over IP) telephone services.

Staff Summary:

The City currently uses a legacy VOIP telephone system (Avaya IP500) that depends on Digital PRI's (T1 lines) for service. As documented on numerous occasions these PRI's are unreliable since they depend on the copper wiring in the area. The current phone instruments in use lack features that are available on newer phones. VoIP costs less than traditional phone systems to operate and offer more capabilities such as call forwarding, call history, analytics, accounting, live dashboard, and auto attendant in one system. Since the system only depends on the internet to operate it provides the City with flexibility for deployment. Several of the traditional phone lines will remain in service for use in such as life safety.

Proposed Action:

Staff recommends approval to piggyback existing agreement.

Attachment:

1. Quote
2. RFP 2019-002 Award Resolution
3. RVP 2019-002 Executed Agreement
4. Current Service Comparisons



Service Proposal for:
City of Opa-Locka Florida
Nelson Rodriguez

Prepared by:
Aubrey Bernard
Business Specialist
7862797477
abernard@ipfone.com



Why IPFone?

IPFone service delivers the most flexible solution for your business. Our customers improve the quality of their work environment with enhanced business productivity and efficiency with IPFone's connectivity and key features.

Customer Reviews

4.9 ★ ★ ★ ★ ★

Google
Reviews ★★★★★



EXPERIENCE AND EXPERTISE

With 20+ years in the telecom industry we have the experience you can depend on.



PRODUCT SUITE

We offer Hosted PBX, Unified Communications (UC), Mobile Integration; SIP Trunks, Call Reporting, Call Recording, Internet Access, CRM Integration, and more.



SIMPLICITY AND FLEXIBILITY

From 1 to 1000 seat deals, from 1 to many locations local, nationwide or worldwide sites, we have a platform that accommodates small, medium and enterprises.



PROFESSIONAL SUPPORT

Our business class VoIP solution is fully hosted and managed by our professionals. We offer 24/7 support, in-house field engineers, and our own truck rolls for any event.



COST SAVINGS

Most customers experience up to 30% savings in telecom expenses.



ONSITE INSTALL AND TRAINING

Our in-house team of professional project managers, field engineers and corporate trainers ensure a smooth on-boarding process.

Testimonials

What Our Customers Say

Customer Reviews

4.9



Google
Reviews ★★★★★

- 
- ★★★★★ "The customer service is outstanding. I have been using IPfone since 2010 in 2 separate companies. Quick response - easy solutions"
 - ★★★★★ "Fantastic, prompt and courteous service and support with quick response times!"
 - ★★★★★ "Great Customer service and very professional technical support. No issues using IPfone for more than 7 years"
 - ★★★★★ "Nice people and always someone to help promptly"
 - ★★★★★ "Great Company, always willing to help the customers, what I love about IPfone is that they provide top of the line services also they are very hands on with the clients. IPfone keep up the great work!"
 - ★★★★★ "Completed our migration over to IPFone today - totally pain free, from start to finish! The sales rep, project manager, technician and trainer were all extremely knowledgeable and the customer service was A+. After many bad experiences and years of trying to get it right, I think this time is it. Thanks guys for a job well done!"
 - ★★★★★ "Great pricing and good customer service. knowledgeable staff and support team."
 - ★★★★★ "My company needed to upgrade our systems in 2 locations. IPFone really went above and beyond. The transition was quick with no down time in our busy office. I highly recommend them!"

Thank you for choosing IPFone!

www.ipfone.com



6-MONTH SATISFACTION GUARANTEE



WE GUARANTEE SATISFACTION

IPFone offers a six (6) Month (180 day) Satisfaction Guarantee to all new customers; the following policy applies for all of IPFone's IP-based voice services.

Under the terms of this policy, new customers may discontinue services due to material failure in the provision of services during the initial six (6) month period immediately following implementation, and IPFone fails to remedy the situation within five (5) days of receipt of written notice. If you choose this option, you will not be liable for any early termination charges that would otherwise be due under the terms of your service agreement.

HOW DO I TAKE ADVANTAGE OF THE 6-MONTH GUARANTEE?

You are a new *IPFone Hosted PBX* customer. You remain current on all payments due on your account during the Guarantee Period. Accounts with balances due or balances past due may not receive any waiver or refund until the account is paid in full. All written requests must be made within the six (6) month guarantee for any claims to be valid, whether five (5) day service request or termination request.

- » E-mail, in detail, all requests to **support@ipfone.com** and CC the email to **6month@ipfone.com**. All Service Requests must be CCed to be considered valid. Five (5) working day period begins the day form is received by IPFone.
- » Complete IPFone Satisfaction Guarantee Claim Form that will be provided by your sales representative and send to IPFone (by certified mail or overnight courier - signature required) to address provided on Claim Form within the Guarantee Period (no less than six (6) months from date immediately following implementation completion).
- » Place your re-installation order with your previous provider. (Re-installation is the customer's responsibility; IPFone will not be held liable for any delays in re-installation of previous service from date - agreed upon by both parties - of IPFone service termination).

Service Proposal

Date	Sales Agent	Quote Number	Service Term
02/27/2020	2492 Aubrey Bernard	00038010	5 Years

Customer Information	
Account	City of Opa-Locka Florida
Name	Nelson Rodriguez
Street Address	780 Fisherman St. 4th floor
City, State, Zip	Opa-locka, FL, 33054
Phone	305-953-2945

Service Location	
Name	City of Opa-Locka Florida Default Location
Street Address	780 Fisherman St. 4th floor
City, State, Zip	Opa-locka, FL, 33054
NPA/ NXX	305 / 953
Phone	305-953-2945

Monthly Services - Description	Category	QTY	Unit Price	Monthly	One Time
Location Package Includes Multi-tier Autoattendant, Call Park- Pickup, Hunt Groups, Music on hold, Call Reporting, Voice Portal, Calling plans, Account- authorization codes and lot more. One LP is required for each customer site location that is configured on the IPFon	Cloud PBX A la Carte	1	\$ 25.00	\$ 25.00	\$ 0.000
Analytics 1000 per Extension Live Call Reporting and Dashboards	Cloud PBX A la Carte	110	\$ 1.00	\$ 110.00	\$ 0.000
Analytics 1000 per Supervisor Supervisor Access to Live Call Reporting and Dashboards	Cloud PBX A la Carte	1	\$ 7.00	\$ 7.00	\$ 0.000
Cisco Cloud Standard User - Unlimited USA Standard Features + Voicemail + Unlimited US and Canada calling	Cloud PBX	110	\$ 8.00	\$ 880.00	\$ 0.000
Managed Service Ethernet Pack6 Managed voice gateway to ensure call quality	Managed Services	1	\$ 25.00	\$ 25.00	\$ 0.000
6 Month Satisfaction Guarantee No termination fees apply in the first 6 month of service Applies to all Voice and/ or Data services. Sign up with IPFone with confidence. For more information visit www.ipfone.com/6month	Others	1	\$ 0.000	\$ 0.000	\$ 0.000
Total				\$ 1047.00	\$ 0.000

Hardware - Description	Category	QTY	Unit Price	Monthly	One Time
Rental Program - Cisco 8841 IP Phone 5 lines, 5 inch Color Screen. 10/100/1000 Port. 36 month agreement required	Hardware Rental	110	\$ 3.00	\$ 330.00	\$ 0.000
Total				\$ 330.00	\$ 0.000

Term: 60 Months	Monthly: \$ 1377.00	One Time: \$ 0.000
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Additional Comments

Hardware paging must be active on all phones to do network wide paging. Special Government pricing as stated in City of Lighthouse Point RFP 2019-002

General Terms and Conditions:

Pricing is valid for 30 days, unless otherwise stated. All quotes are subject to and incorporated by reference the terms and conditions of the Master Services Agreement & Finance agreement. Charges quoted above exclude all applicable fees and taxes. Proposal is subject to credit review. Shipping charges apply to all phones and equipment delivery. Additional charges apply for all local, long distance and 8YY features, network access charge, CPE maintenance and directory listings. Rental program: Phones and any hardware must be returned if the service is cancelled. Ancillary services/ hardware may be required for overhead speakers integration, door openers, analog lines, fax services, or various other services may impact monthly charges and can be added at any time.

Customer Initials:

Master Service Agreement

This sets forth the terms of the Service Agreement ("Agreement") made this February 27, 2020, (the "Effective Date") by and between Interactive Services Network, Inc. ("IPFone") and City of Opa-Locka Florida, a US Corporation. The term of this Agreement is for 60 months ("Term"). All services provided subject to the terms and conditions below and on the attached service orders.

Company Name City of Opa-Locka Florida			
Contact Name Nelson Rodriguez		Contact Phone # 305-953-2945	
Service Address 780 Fisherman St. 4th floor	City Opa-locka	State FL	Zip Code 33054

By signing this Agreement, the Customer hereby authorizes IPFONE to provide the Services listed herein and on any/ all attachments. The Agreement shall be effective on the Effective Date; the Term of the Agreement shall commence upon the later of (i) installation of the initial Service or (ii) the Effective Date. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Term, Customer shall pay IPFONE all sums then due and unpaid. Customer shall also be liable for an early termination charge equal to 100% of the last three months average billing multiplied by the number of months remaining under the term of the Agreement. In the event customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a minimum monthly commitment of at least 50% of the total monthly recurring charges not considering any rental charges. Upon expiration of the Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current Term. In addition to the rates for the Services (s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services. All bills are due and payable upon receipt, but in no case later than thirty (30) days after the invoice date. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill, Customer also shall pay IPFONE a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law) or \$5.00, whatever is greater. Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer. IPFONE reserves the right, at its sole discretion, to suspend or terminate the Services without advance notice due to Customer's (i) failure to pay any sum due hereunder, (ii) misuse of the Services, (iii) suspected fraud or other activity by Customer that adversely affects the Services, IPFONE or IPFONE's network. IPFONE reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that IPFONE's determination is final and binding on Customer. IPFONE may require an activation fee to resume a suspended account.

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. IPFONE MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IPFONE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/ OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. This Agreement is subject to and controlled by IPFONE's federal and state tariffs as applicable, and/ or by IPFONE's standard terms and conditions of service and the service specific terms and conditions as located at [http:// www.ipfone.com](http://www.ipfone.com) as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

Accepted By Customer		Authorized by IPFone	
Signature: _____		Signature: _____	
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

Current Provider(s)	Circuit/Modem Location	Delivery
State of FL DMS	Multiple	Analog POTS lines
XO Communications	215 N Perviz Ave	PRI (T1)
Total		

Proposed Provider(s)	Circuit/Modem Location	Delivery
iphone	Cloud	via fiber internet
State of FL DMS (Keep)	Multiple	Analog POTS line
Total		

iphone would be a piggyback from Lighthouse Point. Pricing is based on 110 users.

Use
Voice, Fax,and Life Safety
Voice

Use
Voice
Fax and Life Safety

Serviced Departments\Locations
City Hall, Public Works, Sherbondy Village, Helen Miller, Ingram Park, Police Department
City Hall, Police Department, Sherbondy Village

Serviced Departments\Locations
City Hall, Public Works, Sherbondy Village, Helen Miller, Ingram Park, Police Department (110 users hardware ren
City Hall, Public Works, Sherbondy Village, Helen Miller, Ingram Park, Police Department

Monthly Cost	
\$813.00	Average of last four months
\$1,309.00	Average of last four months
\$2,122.00	

Monthly Cost	Recommendation
\$1,337.00	Yes
\$663	Yes
\$2,000.00	

AGREEMENT

VOICE OVER IP PHONE SYSTEM

THIS IS AN AGREEMENT, dated the 23rd day of April, 2019, between:

CITY OF LIGHTHOUSE POINT, a Florida municipal corporation,
hereinafter "CITY,"

and

Interactive Services Network, Inc., d/b/a IPFone, a Florida corporation,
hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2019-02, "Voice Over IP Phone System" included and incorporated herein as Attachment A, was advertised on January 13, 2019, and advised that sealed proposals would be received at the City Clerk's Office until February 14, 2019, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in the CITY Clerk's Office, at 2200 N.E. 38th Street, Lighthouse Point, Florida; and,

WHEREAS, CONTRACTOR has been determined to be the responsible and responsive Proposer for the Project; and,

WHEREAS, the CITY Commission deems it to be in the best interest of the residents and citizens to accept the Response to the City's RFP 2019-02 from CONTRACTOR for "Voice Over IP Phone System"; and,

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for the Work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the CITY; and,

WHEREAS, CITY and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Voice Over IP Phone System" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a Response to RFP 2019-02, which is included and incorporated in this Agreement as Attachment B. All Work shall be completed pursuant to the Response. In the event of a conflict among this Agreement, RFP 2019-02, and CONTRACTOR'S Response to RFP 2019-02, the conflict shall be resolved in the following order:

1.1 This Agreement;

1.2 RFP 2019-02;

1.3 CONTRACTOR'S Response to RFP 2019-02

2.0 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to CITY with full knowledge that CITY is relying upon these representations when submitting a Response to RFP 2019-02, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work.

2.2 CONTRACTOR shall provide and install Voice Over IP Phones at City facilities as determined by the CITY, as well as other equipment necessary for the operation and functionality of the phones, pursuant to its Response to RFP 2019-02. All phones and equipment shall meet the specifications within the Response to RFP 2019-02.

2.3 All licensing and hardware configuration is included within the Scope of Work.

2.3 The CONTRACTOR will provide on-site training for CITY employees pursuant to its Response to RFP 2019-02.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Consistent with the CONTRACTOR'S Response to RFP 2019-02, CONTRACTOR SHALL:

3.1.1 Install the phones and associated equipment and hardware within sixty (60) days after the issuance of a Notice to Proceed by the CITY. The CITY will issue the Notice to Proceed during the initial phase of the Deployment Strategy within CONTRACTOR'S Response to RFP 2019-02.

3.1.2 Indicate manufacturer's warranties for all proposed equipment.

3.1.3 Provide five (5) years of annual service and maintenance for all equipment and installation as set forth in the CONTRACTOR'S Response to RFP 2019-02, to commence on completion of installation.

3.1.4 Acknowledge that no adjustment in the price to a higher amount shall be allowed should the CONTRACTOR not adequately acquaint itself with the locations and the needs for such locations.

3.1.5 Be responsible for obtaining any and all required building permits. City permit fees will be waived.

3.1.6 CONTRACTOR shall respond to any system outage within four (4) hours.

3.1.7 CONTRACTOR confirms there are no licensing fees for the lifetime of the system.

3.2 The CITY acknowledges its Role, Tasks and Responsibilities as set forth in CONTRACTOR'S Response to RFP 2019-02.

4.0 EFFECTIVE DATE AND CONTRACT PERIOD

This Agreement will become effective upon execution by both parties. The initial term of this Agreement

expires upon the completion of the sixty (60) monthly payments described in Section 5.0 below and the Response to RFP 2019-02. This Agreement may be renewed on such terms as agreed to by the parties; provided that the length of any renewal shall not exceed five (5) years.

5.0 CONTRACT PRICE

Contract prices are identified in CONTRACTOR'S Response to RFP 2019-02 included as Attachment B to this Agreement. Payments shall be made on a monthly basis for sixty (60) months, with the initial payment due upon substantial completion of the site rollout as described in CONTRACTOR'S Response to RFP 2019-02. The total cost and the amount of the monthly payments will be determined by applying the unit prices in CONTRACTOR'S Response to RFP 2019-02 to the actual final installations.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all SUBCONTRACTORS shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide

Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. CITY shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

7.1.3. Business Automobile Liability: CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The CITY shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the CITY annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.2 Certificates of Insurance: Before commencing performance of the Agreement, the CONTRACTOR shall furnish the CITY of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the CITY of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the CITY of Lighthouse Point may carry in its own name.

8.0 WARRANTIES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CITY with the usual thoroughness and competence of industry standards.

9.0 MISCELLANEOUS

9.1 Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.5 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.6 This Agreement may not be assigned without the prior written approval of the CITY.

9.7 Any use of SUBCONTRACTORS must have prior approval from the CITY.

10.0 PUBLIC RECORDS

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, FL 33064
(954) 943-6500
joh@lighthousepoint.com**

11.0 TERM AND TERMINATION

11.1 The CITY may terminate for cause upon the occurrence of any one or more of the following events:

11.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

11.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

11.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

11.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

11.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

11.1.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

11.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

11.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

11.2 In the event the CONTRACTOR fails to comply with the provisions of Section 11.1 of this Agreement or any material part of its Response to RFP 2019-02, the CITY may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the Agreement or shall only be compensated for any services completed as of the date written notice of default is served.

11.3 It is expressly understood and agreed that the CITY may terminate this Agreement, in total or in part for convenience, without cause or penalty, with sixty (60) calendar days' notice. In that event, the CITY'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the CITY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.3 If CITY fails to make payment thereon for a period of thirty (30) calendar days, CONTRACTOR may, upon seven (7) additional days written notice to CITY, terminate the Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CITY:

City of Lighthouse Point
Attention: John D. Lavisky, City Administrator
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone: (954) 943-6500 / Fax: (954) 784-3446

With copy to:

Michael D. Cirullo, Jr., City Attorney
c/o Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 / Fax: 954-771-4923

For CONTRACTOR:

Damian Chmielewski
IP-fone
1035 NE 125 Street, Suite 200
N. Miami Bch, FL 33161
780-924-6012

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTORS, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

CITY OF LIGHTHOUSE POINT, FLORIDA

BY:

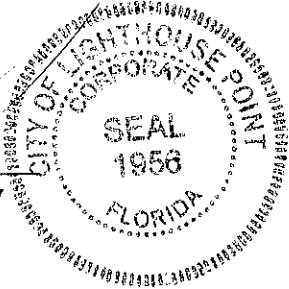
Glenn Troast
Glenn Troast, Mayor

ATTEST:

Jennifer M. Oh
Jennifer M. Oh, City Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., City Attorney



WITNESS:

Lorena Rodriguez
Signature of Witness
Lorena Rodriguez
Printed Name of Witness

CONTRACTOR

Damian Chmielewski
Signature of Corporate President
Damian Chmielewski
Printed Name of Corporate President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 18th day of April 2019, by Damian Chmielewski in their capacity as President of Interactive Services Network, Inc., d/b/a IPFone.

☒ Personally Known OR

Evangelina Benitez
NOTARY PUBLIC
EVANGELINA BENITEZ
Notary Public - State of Florida
Commission # FF 211464
My Comm. Expires May 20, 2019
Bonded through National Notary Assn.

____ Produced Identification
Type of Identification Produced

ATTACHMENT A: RFP 2019-02

**CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL**

Sealed bids will be received until Thursday, February 14, 2019, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

**“Voice Over IP Phone System”
RFP 2019-002**

City seeks a highly available hosted system that is functional in terms of our current needs for all departments, but that can easily and inexpensively be updated/upgraded to address future needs. Selected proposer(s) shall provide equipment and services to include:

- Hosted VoIP system.
- Business telephone system hardware, software and voicemail equipment.
- Installation and configuration services for this equipment.
- Training of users and administrators.
- Maintenance of equipment and software.
- Ensuring there are no other ancillary costs other than those specified in the proposal.
- All equipment, software, licensing and maintenance pricing must be clearly stated.
- All pricing must include both a five (5) and seven (7) year analysis of the Total Cost of Ownership.
- Functionality of standard equipment and features to meet our specific needs.
- Ability to save communications costs by using Internet Technologies.
- System capable of filtering hacking or TDoS attacks and prevention of unauthorized access.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. Bids will not be accepted from anyone who obtains the bid documents from any other party. This bid is advertised on www.demandstar.com, and the Sun Sentinel newspaper

It will be the sole responsibility of the bidder to clearly mark bid as such, and ensure that the bid reaches the City prior to the bid opening date and time listed. One (1) original and five (5) copies must be submitted in sealed packaging and clearly marked **“Voice Over IP Phone System, RFP 2019-002”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

Pursuant to Florida law, all responses to this Request for Proposal are exempt public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida’s public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City, or City may reject proposals and re-advertise.

Contact the City Clerk, Jennifer Oh, at 954-943-6500 with any questions concerning this Request for Proposal.

Jennifer Oh, City Clerk
Advertised: Sunday, January 13, 2019

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed request and the cost. No information derived from City staff or their assistants shall relieve the Selected Proposer from any risk or from fulfilling all terms of the request.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify that he has all addenda before submitting his proposal.

5. **PUBLIC ENTITY CRIMES:** 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 proposal to provide any goods or services to a public entity, may not submit a proposal with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Sealed proposals will be received until Thursday, February 14, 2019, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original and five (5) copies must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"Voice Over IP Phone System, RFP 2019-002"**. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be

accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Any dispute about the timeline of submission shall be resolved against the Proposer.

9. BID BOND: None required.

10. FILLING IN PROPOSALS: All prices must be written in the Proposal. Proposer shall distinctly state the Proposal is, in all respects, fair and without collusion or fraud.

11. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening.

12. WITHDRAWALS: Any Proposer may, without prejudice to himself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal.

13. CAUSES FOR REJECTION: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administration, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposal informal.

14. REJECTION OF PROPOSALS: The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

15. AWARD OF PROPOSAL: The City will award the Proposal to the most responsible and responsive lowest Proposer as determined by the Selection Committee. All meetings of the Selection Committee are public meetings, subject to statutory exemptions. Notice of the meetings will be posted at City Hall. If a proposer desires direct notice, please advise on the response and provide an email address for such notice.

16. AGREEMENT: City will enter into agreement with selected vendor(s).

17. PAYMENT: Payment will be made when the product is received and accepted by the City. Selected Proposer will invoice the City. The invoice shall be solely for the purpose of documenting payment due and payable to the Proposer, and shall not contain any terms and conditions not disclosed in the Bid.

18. AUDIT OF CONTRACTOR'S RECORDS: Upon award, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal provisions. Failure of the proposer to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that his subcontractor will provide access to his records pertaining to the project upon request by the City.

19. **QUESTIONS ABOUT THE RFP:** Questions regarding the project or the proposal process shall be directed in writing to the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email at joh@lighthousepoint.com no later than Tuesday, February 5, 2019, at 2:00 p.m. local time. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

20. **LOBBYISTS:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: GENERAL INFORMATION

City seeks a highly available hosted system that is functional in terms of our current needs for all departments, but that can easily and inexpensively be updated/upgraded to address future needs. Departments include Police (Non 911), Fire, Public Works, City Clerk, City Administration, Finance, Recreation, and Library in multiple buildings. There are approximately 75 telephones currently in use. Selected proposer(s) shall provide equipment and services to include:

- Hosted VoIP system.
- Business telephone system hardware, software and voicemail equipment.
- Installation and configuration services for this equipment.
- Training of users and administrators.
- Maintenance of equipment and software.
- Ensuring there are no other ancillary costs other than those specified in the proposal.
- All equipment, software, licensing and maintenance pricing must be clearly stated.
- All pricing must include a five (5) year analysis of the Total Cost of Ownership.
- Functionality of standard equipment and features to meet our specific needs.
- Ability to save communications costs by using Internet Technologies.
- System capable of filtering hacking or TDoS attacks and prevention of unauthorized access.

SECTION 3: SCOPE OF SYSTEM AND ADMINISTRATION

The major features of the system are outlined below. Proposers shall provide a solution to the specified areas, and propose any additional components or features necessary to complete the project.

1. The proposed VoIP telephone system should include the ability to assign certain user solutions to certain users within the network.
2. The proposed VoIP telephone system must allow assigning authorization codes to individuals, projects, and customers in order to charge expenses directly to the appropriate departments and to control access to long distance facilities.
3. The proposed VoIP telephone system must permit station users to forward incoming calls to another phone of their choice.
4. Any station in the proposed VoIP telephone system must be able to park a call for retrieval at another station.
5. The proposed VoIP telephone system must allow station users to answer calls intended for other stations within a common call pickup group.
6. Station users of the proposed VoIP telephone system must be able to transfer a call in progress to an internal extension or external number without attendant intervention.

7. The proposed VoIP telephones system must support integration with email.
8. The proposed VoIP telephone system must provide the ability to initiate a conference call with a minimum of five (5) additional parties.
9. The proposed VoIP telephone system must have the ability to store a list of frequently called numbers and make those available on a system wide basis to station users.
10. The proposed VoIP telephone system must provide waiting callers music-on-hold.
11. The proposed VoIP telephone system must support direct dialing to extensions from outside callers.
12. The solution proposed must include an integrated software “soft phone” solution, compatible with Microsoft Windows or Mac. The soft phone software must implement substantially all of the features a physical phone set when connected to Vendor’s service solution. The proposed solution must include a method for delivering a caller’s location to E911 that does not require manual entry of address information by end users.
13. The proposed VoIP telephone system must include a ‘dial by name’ directory feature, allowing callers to find a user on the system.
14. The proposed VoIP telephone system must include desktop phones with the ability to be used anywhere there is an internet connection, allowing users to work remotely and make and receive calls on their City phone.
15. The proposed VoIP telephone system must support flexible main greetings for holiday, inclement weather announcements, and emergency situations.
16. The proposed VoIP telephone system must allow users to check voicemail and administer voicemail settings from an outside line (like do not disturb, vacation greetings, illness greeting).
17. The proposed VoIP telephone system must include an online administrative interface to facilitate end user configurations, dialing privileges, and Moves, Adds and Changes.
18. The proposed VoIP telephone system must provide platform architecture with comprehensive capacity and instances to provide at least 99.999% uptime.

SECTION 4: INSURANCE REQUIREMENTS

Contractor and all Subcontractors shall have the proper insurance coverage and documents for this type of project, which will include:

1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
2. Worker’s Compensation: Contractor shall comply with statutory obligations imposed by Worker’s Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen’s and Harbor Worker’s Act, the Federal Employer’s Liability Act and the Homes Act. Employer’s Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker’s Compensation and Employer’s Liability

Insurance for the benefit of Contractor's work force in accordance with State Statutes.

3. Business Automobile Liability: Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4. Certificates of Insurance: Before commencing performance of the Agreement, the Contractor shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- a) Name of insurance carrier(s)
- b) Effective and expiration dates of policies
- c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
- d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

SECTION 5: INDEMNITY

The Successful Proposer agrees to protect, defend, indemnify, and hold harmless the CITY of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct Successful Proposer, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to \$1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

SECTION 6: GOVERNING LAW

Proposers agree that the disputes shall be governed by the laws of the State of Florida. Venue will be Broward County. Parties agree to waive their rights to a trial by jury.

SECTION 7: SELECTION PROCESS

The Selection Committee will evaluate the proposals, references, and company information provided by Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. The score shall be determined by the Committee at a meeting, portions of which that involve presentations by Proposers or question and answer sessions involving Proposers is exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1) (b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. City will award the work to the most responsive and responsible lowest Proposer.

Table: 2

Selection Criteria	Points
Ease of use, product quality, reliability, and warranty plan	15
References where similar systems have been installed	10
Service and support resources, including training by vendor for the installation and maintenance	15
Cost	60
Maximum Points	100

SECTION 8: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, Pursuant to Florida State Statute 287.135.
- F. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida.
- G. Additional information such as qualifications, references, technical information, warranty information, installation plan, and company information, etc.

ATTACHMENT A

“Voice Over IP Phone System – RFP 2019-002”

PROPOSAL FORM

Proposal of

(Company Name)

(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point
Attention: City Clerk
2200 N.E. 38th Street
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Proposer, and complete the project no later than ninety (90) days after proposal award.

Proposer: _____
Address: _____

Name: _____

Title: _____

Phone Number: _____ Fax Number: _____

ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business: _____

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
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Has this company ever failed to complete work awarded to it? _____. If yes, where, when and why?

Have you personally inspected the location of the proposed work? _____

Provide Written Description Qualifications: (Attached company brochure or fact sheet, and resumes of key personnel)

Insurance Information:

- | | |
|---|----------|
| A. Workmen's Compensation -
limit per accident | \$ _____ |
| B. Comprehensive General Liability -
limit per occurrence | \$ _____ |
| C. Business and Automotive liability-
limit per occurrence | \$ _____ |
| D. Other: | \$ _____ |

(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? _____

If yes, name of Parent company. _____

Names of principals or officers:

Name	Title
------	-------

Name	Title
------	-------

Names of principals or officers of Parent Company, if any:

Name	Title
------	-------

Names of principals or officers of Primary Subcontractor, if any:

Name	Title
------	-------

Proposer: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

By: _____
Signature

Printed Name, Title

Remainder of page left blank

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Contractor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY SEAL

(Notary Signature)

NON-COLLUSION AFFIDAVIT

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Print Name _____

Date _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2019.

Signature of Notary Public

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

ATTACHMENT B: RESPONSE TO RFP 2019-02

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B. Drug-Free Workplace Certification of Compliance

C. Non-Collusion Affidavit

E. Scrutinized Company Certification, Pursuant to Florida State Statute 287.135.

F. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida. (ATTACHED)

TAB 3: Company Overview & Proposed Solution Technical Proposal

TAB 4: Qualifications and Key Employee Resumes

TAB 5: Project Implementation Approach, Timeline and Project Management

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TAB: 1 COVER LETTER

Thank you for this opportunity to present the IPfone Cisco/ BroadSoft Comprehensive Unified Business Solution to the City of Lighthouse Point, as a comprehensive program for the evolution of its telecommunications and collaboration needs. With more than 85 million users, we're confident that the IPfone Cisco/BroadSoft Business Platform is the right solution to help communicate and collaborate more effectively. IPfone is dedicated to the City of Lighthouse Point to addressing the workforce and campus challenges of information overload, fragmented communication and inefficient workflows through a powerful, integrated cloud solution that is reliable, scalable, affordable and simple to manage regardless of the no# of locations or no# of users.

We have read and asked numerous questions along with completing a thorough IPfone Engineering site survey of all bldgs of the City of Lighthouse Point on 1/29/19. We have additionally worked with our engineering staff in the preparation of our response to the City of Lighthouse Point and its completeness as requested by the City. We have read and understand & agree and will comply with all REQUIREMENTS, FORMS, CONDITIONS and EXHIBITS RFP #2019-002 along with City of Lighthouse Point sequent ADDENDUMS No# 1 through 4 which have been signed and are included as part of the IPfone RESPONSE.

The IPfone/ Cisco Broadsoft Business solutions provides a comprehensive Solution to the City of Lighthouse Point along with services that include our enterprise-grade, fully hosted-PBX, with applications, and Voice mail to Email integration all fully managed and maintained by IPfone personnel a company w/20+ year Partner of Cisco Broadsoft delivering VoIP solutions both Nationally & Globally. The IPfone Cisco BroadSoft platform is designed specifically to address the highly mobile, highly diverse needs of today's connected Citywide campus environments all running on the proven and powerful BroadWorks call control platform, enabled by open standard applications like Collaboration, Video, Contact Centers mobility and all running on highly secure software.

- ✓ Cisco BroadSoft is a market share leader Globally offering carrier-class scalability, w/ (99.999's) reliability, and security.
- ✓ The IPfone / Cisco BroadSoft Platform offers the most comprehensive True cloud business communication Solutions & applications to the City of LightHouse Point
- ✓ IPfone Local 24 hour 365 day year Service Resources available to the City at No Charge
- ✓ IPfone deploys only Cisco Broadsoft Factory Certified Field Technicians & engineers
- ✓ The Cisco Broadsoft Platform yr in yr out maintains the highest ranking in the Gartner Magic Quadrant
- ✓ The IPfone Solution will save thousands of dollars over the coming year with through the use of existing Broad Band Services and the elimination of Local Trunking for all agencies within the City of Lighthouse Point
- ✓ IPfone will provide professional on staff & certified Trainer all User Training and administration training
- ✓ The IPfone & Cisco cloud operations expense model is financially predictable determined monthly cost that places working capital back in your hands.
- ✓ The IPfone s Cisco solution has minimal upfront costs, flexible deployment options, and our comprehensive solution contained within this proposal was designed specifically to meet the unique Unified Communication needs of the City of Lighthouse Point.

We look forward to the opportunity to partner with the City of Lighthouse Point by meeting and exceeding your specific business communication needs and expectations. We're committed to fully serving the City of Lighthouse Point and look forward to a long-term strategic relationship together.

Respectfully,

Ross DeBernardis

Ross DeBernardis

rdebernardis@ipfone.com

904-315-9295

RFP Single Point of Contact for the City of Lighthouse Point

ATTACHMENT A

"Voice Over IP Phone System – RFP 2019-002"

PROPOSAL FORM

Proposal of

INTERACTIVE SERVICES NETWORK INC. dba IPFONE
(Company Name)

H.Q. office - 1035 NE 125 STREET - Suite #200 N. Miami
(Address, City, State, Zip, Phone Number) FL 33161

TO: City of Lighthouse Point
Attention: City Clerk
2200 N.E. 38th Street
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Proposer, and complete the project no later than ninety (90) days after proposal award.

Proposer:
Address:

IPFONE

1035 NE 125 STREET Suite #200
NORTH MIAMI FL 33161

Name:

Damian Chmielewski

Title:

President + CEO

Phone Number:

1-786-934-6120

Fax Number:

305-573-5199
305-573-5300

ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business: 22 years

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
CITY OF SURFside	Surfside Fl.	3/20/2012	Jose Felix 305-861-4863
Natl. Foundation North Arts	Miami Fl.	11/20/14	Claudia Sampaio 305-377-1140
Young + Rubicam	Miami	11/18/15	Edgar Sanchez 305-347-7015
CAROL FULLMER Logistics	GREENTOWN Fl.	1/16/17	MIKE PRADSON 352-429-6166

Has this company ever failed to complete work awarded to it? NO. If yes, where, when and why?

Have you personally inspected the location of the proposed work? Yes Site Survey Performed
1/29/19 By: Ross DeBernardis / Jason W. M. Engineering / Steve Reed. Pre

Provide Written Description Qualifications: (Attached company brochure or fact sheet, and resumes of key personnel)

Please see ATTACHED COMPANY OVERVIEW

Insurance Information:

A. Workmen's Compensation -
limit per accident\$ \$1,000,000.
See ATTACHED SAMPLEB. Comprehensive General Liability -
limit per occurrence\$ \$1,000,000.
See ATTACHED SAMPLEC. Business and Automotive liability -
limit per occurrence\$ \$2,000,000.
See ATTACHED SAMPLE

D. Other:

\$ \$5,000,000.
See ATTACHED SAMPLE

(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? NO

If yes, name of Parent company. _____

Names of principals or officers:

DANIEL CHMIELEWSKI / President + CEO
 Name Title

Erin Galini Benitz / SECRETARY
 Name Title

Names of principals or officers of Parent Company, if any:

Name N/A Title _____

Names of principals or officers of Primary Subcontractor, if any:

Name N/A Title _____

Proposer: _____

Address: N/A _____

Phone Number: N/A Fax Number: _____

Email: N/A _____

By: _____
Signature

Printed Name, Title

Remainder of page left blank



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C No. Ext): (305) 446-2271 FAX (A/C No.): E-MAIL ADDRESS: Certificates@kahn-carlin.com	
INSURED Interactive Services Network 1035 NE 125 Street, Suite 200 North Miami FL 33161		INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty 20427 INSURER B: Continental Casualty Co 20443 INSURER C: Continental Insurance Co 35289 INSURER D: Valley Forge Ins Co 20508 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1871370833

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			1099465682	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER LOC AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	P1099465696 7/12/2018 7/12/2019 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 500,000						
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB			2025189251	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC199465701	7/12/2018	7/12/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Lighthouse Point
2200 NE 38 Street
Lighthouse Point, FL 33064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/IRIWIL

121

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Contractor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that IPFONE does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

[Signature]
Signature
President + CEO
Title

Damian Chmielewski
Print Name
2/18/2019
Date

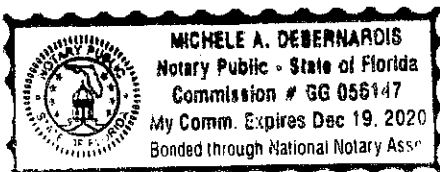
STATE OF FLORIDA)
) SS:
COUNTY OF Duval)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Damian Chmielewski as President, of IPFONE, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of IPFONE for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 11th day of February, 2019.

NOTARY SEAL

[Signature]
(Notary Signature)



ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

1. He/She is President/CEO of IPFONE the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature] Damian Chmielewski
 Signature Print Name
President + CEO 2/12/2019
 Title Date

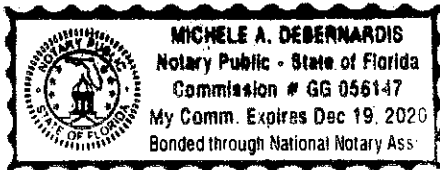
STATE OF FLORIDA)
) SS
 COUNTY OF Duval)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Damian Chmielewski as President, of IPFONE, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of IPFONE for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 11TH day of February, 2019.

Notary Seal

[Signature]
 Signature of Notary Public



ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, Damian Chmielewski / President / CEO, on behalf of IPFONE,
Print Name and Title Company Name

Certify that IPFONE does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

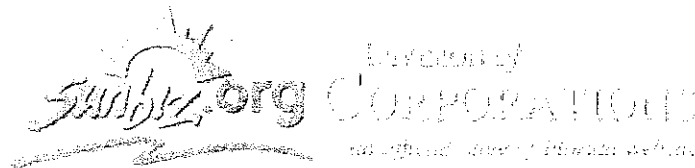
As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IPFONE
Company Name

Damian Chmielewski
Signature

Damian Chmielewski
Print Name

PRESIDENT + CEO
Title



[Division of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

INTERACTIVE SERVICES NETWORK, INC.

Filing Information

Document Number	P95000077517
FEI/EIN Number	65-0617220
Date Filed	10/09/1995
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/13/2011
Event Effective Date	NONE

Principal Address

1035 NE 125 TH STREET
200
NORTH MIAMI, FL 33161

Changed: 03/18/2015

Mailing Address

1035 NE 125 TH STREET
200

NORTH MIAMI, FL 33161

Changed: 03/18/2015

Registered Agent Name & Address

CHMIELEWSKI, ROBERTO D
1035 NE 125 TH STREET
SUITE 200
NORTH MIAMI, FL 33161

Name Changed: 12/13/2011

Address Changed: 03/18/2015

Officer/Director Detail

Name & Address

Title PRES

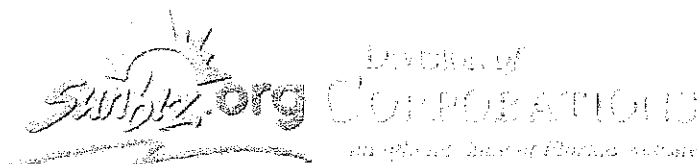
CHMIELEWSKI, ROBERTO
1035 NE 125 TH STREET
#200
NORTH MIAMI, FL 33161

Title SECR

EVANGELINA, BENITEZ
1035 NE 125 TH STREET
#200
NORTH MIAMI, FL 33161

Annual Reports

Report Year	Filed Date
2016	03/15/2016
2017	03/10/2017

[Previous on List](#)[Next on List](#)[Return to List](#)

Fictitious Name Search

[Filing History](#)

Fictitious Name Detail

Fictitious Name

IPFONE

Filing Information

Registration Number	G10000031545
Status	ACTIVE
Filed Date	04/08/2010
Expiration Date	12/31/2020
Current Owners	1
County	MIAMI-DADE
Total Pages	2
Events Filed	1
FEI/EIN Number	65-0617220

Mailing Address

1035 N E 125 ST
SUITE # 300
NORTH MIAMI, FL 33161

Owner Information

INTERACTIVE SERVICES NETWORK, IN
1035 N E 125 ST # 200
NORTH MIAMI, FL 33161
FEI/EIN Number: 65-0617220
Document Number: P95000077517

Document Images

[Go Back to Fictitious Name Filing](#)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Interactive Services Network, Inc. (dba IPFONE)	
2 Business name/disregarded entity name, if different from above (Leave blank)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____ ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.). See instructions. 1035 NE 125th Street, Suite 200	Requester's name and address (optional) (Leave blank)
6 City, state, and ZIP code North Miami, FL, 33161	
7 List account number(s) here (optional) (Leave blank)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Addendum 1

Will there be a pre-bid meeting? No

What is your current phone system? Centrex, Model Samsung iDS 100

Do you have PoE (power over ethernet) switches in place for the proposed new IP phones? Yes, Model Cisco SG300-52P

Is the cabling Cat5e or greater? Yes

Ross A. Bernardis 2/12/2019

ADDENDUM 2

1. Question Does the City want separate Monthly Billing for each Dept listed with in the RFP?
Yes

2) Will you entertain a customer premise VoIP system (versus pure Hosted in the cloud) in the City with VoIP terminals for everyone in all buildings? No

3) On page 4 of 13 Item referenced as 2, how do you wish to assign codes to projects or calls? For instance are you looking for time billing? Example - If I am called by you, and I am one of your projects, then do you wish to enter a specific number or set of numbers representing our project before the call, after the call during the call? Conversely, If I call you back on the project are you wanting to enter the project numbers again for people calling you on the project while on the call so to capture the call duration and billable time? We are not looking for time billing.

4) What type of reports are you wishing to see and are these to be pulled by extension, by project, by department and for both incoming and outgoing calls? By Department usage.

5) Is the city providing all bandwidth for the VoIP Solution? Yes

Don DeBernardis 2/12/2019

Addendum 3

1. How many of the 75 users will require office 365 VM to email? All 75
2. How many physical locations are a part of Lighthouse Point network? This is needed for 911 purposes. 6 Locations

Ross DeBenedictis 2/12/2019

- a. What does the City mean by "hosted"? Is the City looking for managed service to maintain their on-premises equipment or are they looking for a complete off-site hosting service? Off-site hosting service
 - b. Do they mean completely cloud based? Yes
 - c. If on premise, where will the equipment be located/hosted? N/A
- Please define your requirements for a Hosted VoIP System – Cloud-based
 - If the solution is Hosted, can you please explain what you mean by "Business telephone system hardware, software and voicemail equipment" a hosted solution typically does not servers at the customer site – Actual telephones and any services required
 - What are the user requirements for their phones:
 - Conference phones - Yes
 - Reception (attendant console application or phone with additional buttons, if so how many additional buttons) No reception attendant needed, Ability to transfer calls to different departments, Standard number of buttons, only 2 reception phones
 - Color screen - No
 - Gray scale screen - Yes
 - Amount of buttons - Standard
 - What applications will you be providing to the users and how many users:
 - Voicemail - Yes
 - What email solution do you have in place Office 365
 - Soft phone (how many users) No
 - IM&P N/A
 - Contact Center No
 - Other
 - What type of connections to the PSTN do you require:
 - Amount of PRI Trunks Unknown, may require a site visit
 - Amount of SIP Trunks Unknown, may require a site visit
 - Do you have any form of conferencing today No or need conferencing Yes, audio only approximately 3-5 phones (Audio, Video, Data Collaboration)
 - Do you require point to point video calls or video conferencing - No
 - Do you require team collaboration - No
 - Do you have multiple sites - Yes
 - What type of PSTN connections do you need at these sites – VOIP System to connect all sites
 - Do you require survivability at the remote sites - Yes

Ross M. Bernardini 2/12/2019

TAB: 3 IPfone Company Overview & Proposed Solution Technical Proposal Our History (This section also contains Project Customer References of Implementation)

IPfone HQ. in Miami FL. boasts 21 years in business with more than 4000 corporate accounts with deployments worldwide. The IPfone team dedicated to one goal and that is to be there for our customers resulting in exceptional customer experience. IPfone's solutions is powered by CISCO the world's leading developer of VoIP applications software. the world's top manufacturers of IP telephony products. With offices throughout the Southeastern US and South America IPfone is well suited to provide world class services with through their 24/7 365 day Operational Network Operations Center. IPfone uses only certified IPfone Cisco Broadsoft Technicians, Engineers and Trainers that are all IPfone employees with all installation & Training performed onsite and customized to the City's requirements by only IPfone Employees.



Why IPfone?



IPfone service delivers the most valuable solution to your business. Our customers experience the quality of their work environment with enhanced productivity, customer and efficiency with IPfone's services and technology.



EXPERIENCE AND EXPERTISE: With almost 20 years in the telecom industry and Broadsoft partner since 2002 we have the experience to relay on.



PRODUCT SUITE: We offer Hosted PBX, Unified Communications (UC), Mobile Integration, SIP Trunks, Call Reporting, Call Recording, Internet Access, CRM Integration, and more.



SIMPLICITY AND FLEXIBILITY: From 1 to 1000 seat desks, from 1 to many locations local, nationwide or worldwide sites, we have the platform that accommodates small and medium-sized businesses to enterprises.



PROFESSIONAL SUPPORT: Our business class VoIP solution is fully hosted and managed by our professionals. We offer 24/7 support, in-house field engineers, and our own truck rolls for any event.



COST SAVINGS: Most customers experience up to 30% savings in telecom expenses.



ONSITE INSTALL AND TRAINING: Our in-house team of professional project managers, field engineers and corporate trainers insure a smooth on-boarding process.

COMMUNICATION AWARDS



TECHNOLOGY PARTNERS





Let's talk ABOUT VALUE

	ipfone	Our Competitors
20 years in Business	✓	☐
In-House Field Engineers	✓	☐
On-site Training	✓	☐
Professional Installation	✓	☐
Site Survey before Install	✓	☐
Project Manager Assigned	✓	☐
6 Month Guarantee	✓	☐
24/7 Support	✓	✓
VoIP System	✓	✓

Contact us at 855-GO-IPFONE for a free assessment or visit us at www.ipfone.com

TECHNOLOGY PARTNERS:    

ipfone 20th Anniversary www.ipfone.com

IPFONE CUSTOMER REFERENCES SEE BELOW (Addl. References Available upon Request)

CUSTOMER: City of Surfside
ADDRESS: 9293 Harding Ave Surfside, Fl. 33154
CONTACT NAME : Jose Feliz
PHONE: 305-861-4863
E-MAIL: jfelix@townofsurfside.gov

CUSTOMER: Mission House
ADDRESS: 800 Shetter Ave, Jacksonville Beach, Fl. 32250
CONTACT NAME: Lori Anderson / Executive Director
PHONE: 904-241-6767 Ext 114
E-MAIL: landerson@missionhousejax.org

CUSTOMER: National Foundation for the Advancement in the Arts
ADDRESS: 2100 Biscayne Blvd., Miami, FL> 33131
CONTACT NAME : Claudio Sampaio
PHONE: 305 377-1140
E-MAIL: csampaio@youngqarts.org

CUSTOMER: Young & Rubicam
ADDRESS: Orlando
CONTACT NAME : Edgar Sanchez
PHONE: 305-347-7015
E-MAIL: edgar_sanchez@yrgro.com

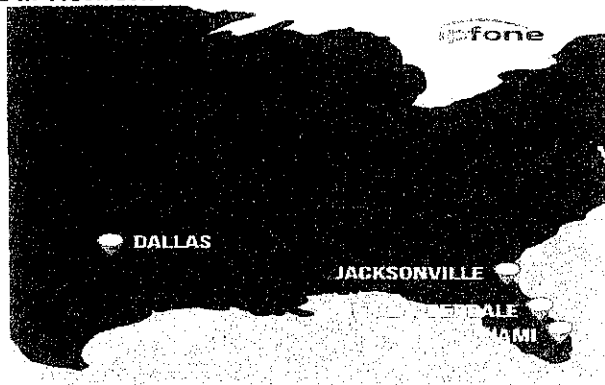
Over 4,000 Companies Trust IPFone



IPfone is the proud recipient of many awards and has been named by TMC

- Communications Solution Product of the Year 2014, 2016 and 2018
- Unified Product of the year for 2014 & 2016
- Internet Telephony Product of the Year 2014 and 2017
- With Cisco/Broadsoft Platform consistently in Gartner Groups Magic Quadrant as a Visionary Leader

Our Network



- Multi-redundant network. Extremely reliable nationwide carrier-class hosted VoIP network with full redundancy and automatic failover.
- IPFone's Collocation sites are highly secure and reliable environments. Includes: redundant network server infrastructure, clean agent fire suppression system, multiple UPS systems, multiple backup generators, geographic diversity/redundancy via other Data Centers.
- Our core infrastructure is located at:
[NAP of The Americas \(Equinox MI1\) Miami, FL.](#)
[Peak 10 Fort Lauderdale, FL.](#)
[Peak 10 Jacksonville, FL.](#)
[DataCenter Dallas Dallas, TX.](#)

IPFone's VoIP platform is built on Cisco/ Broadsoft's (www.broadsoft.com) softswitch technology (acquired by Cisco in October 2017), the most reliable switch technology in the world with over 700 carriers around the globe.

IPfone has a breadth of services available that the City of Lighthouse Point can take advantage of which also include both Fiber Broadband and SIP services, T-1 Services, Consulting Services, Cabling Services, and Integration Services.

Solution Overview

- Most organizations today lack the on-staff expertise to manage the many phone system features and applications available to these type services are available to the City and any other entity that wishes to leverage these services from IPfone. To resolve this challenge, IPfone is proposing our fully Hosted **Cisco/Broadsoft Cloud PBX fully Managed Cloud Voice services**, which is a cloud-based and managed telephone system designed specifically for organizations that are seeking a "Single Vendor" platform. This will allow the City of Lighthouse Point both the consolidation of their communications infrastructure and integrate applications to reduce the cost and complexity of deploying an on-premise telephone system with bolt-on third party applications, to never need a Maintenance Contracts, and to have the ability to always be current in software and never again have to deal w/EOL End of Life premise based equipment..

What makes IPfone & Broadsoft better and different?

- ▶ **UNLIKE** vendors and providers that copy and follow the path blazed by others, we consistently pioneer new innovations like HUB & CC-1
- ▶ **UNLIKE** the partial and disjointed point solutions that get adopted as "rogue apps", we provide a holistic and complete experience, everything in one place
- ▶ **UNLIKE** closed and proprietary vendor solutions, we protect existing investments by keeping our Platforms current to the most current release of features & Applications at no Cost to our customers and are willing to work with what you already have
- ▶ **UNLIKE** frustrating solutions lacking refined and intuitive user interfaces, we provide technology that aims to be as natural as meeting face-to-face
- ▶ **UNLIKE** large, generalist technology vendors who dictate their own agenda to customers, we flexibly accommodate – without creating artificial barriers or limitations
- ▶ **UNLIKE** vendors who lack substantial service capabilities, we plan, deliver and manage our solutions, in the cloud faster and with more flexibility
- ▶ **UNLIKE** implementers who walk away once all the lights are green, we commit to the achievement of the business outcomes required by the City of Lighthouse Point

Proposed Technical Solution Configuration:

- **1 Enterprise Software w/8 Tenant Licensing**
- **(75) Standard User Licenses** which include Unlimited US & Canada Calling (Expense Reduction) w/Voice Mail to Email, Conference calling for all, Call Transfer. Call Forwarding to any no# or Extension, Call Hold Call Park, Voice Mail for all and Automated Attendant, for all Extension Users City of Lighthouse Point includes all users at all locations listed in RFP List of all Features included **TAB 6**
- **6 IPfone Cloud Extension** User for Elevators, Fire Alarms, Data Lines, Faxes Lines etc
- **(1) Enterprise Location Package**
- **(1) Analytics Package** call accounting, Traffic analytics Package for all users this far exceeds RFP Request
- **(1) Voice QoS Gateway Managed Service Pack 6 Cisco EdgeMarc**
- **(75) Cisco Multiplatform MP 8841 Gigabit Desk Telephones** with Color Display and HD Speakerphones
- **(1) Cisco 232D Gateways** units for Paging access, Door access Fax Machines Elevators etc
- **Complete Onsite Installation, Project Management, User Training, Data Base Collection/Design and System Administration Training**

Also Included:

Professional Installation – Project Management, Technicians and Trainer.

Database Collection, Design, Setting and Testing of telephones

- **Placement and Testing of all Telephones are (Included)**
- **No additional charges will be incurred at any Locations within the City Network.**
- **12- Month Satisfaction Guarantee** – No early termination fees apply to all voice and or data services. IPfone is the Only company in the industry that Provides this Guarantee if not fully satisfied.

Value Proposition

The leadership team at has over 75 years of collective telecommunication expertise and our technical staff averages 15 to 20 years of experience with various voice, data services. With IPfone Representing Cisco Broadsoft and have been providing customers , for the past 20 years we continue to provide technology leadership to our customers, whether the solution lies in the closet or in the cloud.

Top 10 advantages to migrating to a offsite Fully Hosted & Managed Unified Communications Solution

OPX Model – Retain your Cash \$\$\$ and pay as you go managed service

Business Continuity – No down time during disasters – Multiple Data Centers w/5- 99999. Of Reliability, Multiple Secure fail-over Data Centers in Miami, and Dallas with full 24/7 NOC with Third Level Engineers based in Miami and in Argentina. Our Implementation Plan

On Demand Flexibility – Pay-as-you-go model- don't pay for more than eliminates the amount of Expense

Mobility – Increased productivity and flexibility for remote user and travelling employees

Multi-site expandability with quick implementation and minimal cost down time with our Parallel Installation process to all Network – Allow for secure Primary City of Lighthouse Point Locations and our design Provides Fail over at all locations & backup included for redundant services to the City if elected.

Security and Back Up

With IPfone &Cisco Broadsoft you can have confidence in knowing we have the following in place for our Enterprise customers with our premier DUAL GEO REDUNDANT DATA CENTERS

1. Hosted in Dallas and Miami w/ Physical Security 24x7 Security Guards
2. CCTV & Recording
3. Pre-approval Access
4. Private Cage, Secure Cabinet w/ Power
5. Redundant Power
6. Backup Power
7. Defined Datacenter Access protocols
8. Predefined Access lists Proof of Identification
9. Mantrap Entry Motion Detection
10. Fiber vault SSAE-16 Defined

Disaster Recovery and Geographic Redundancy

The IPfone disaster recovery plan details the redundancy design of the network and services elements operated by engineering and operations. It focuses on quickly returning network service functionality to a working state in the event of a disaster. IPfone provides services through geographically redundant data centers. These data centers contain all data network and server equipment required to provide service to customers. The offices where IPfone employees reside are physically independent from these data center locations. An event that renders one of the Cisco BroadSoft employee offices unavailable would have no effect on the service being provided to customers through the data centers. If an event were to effect one of IPfone offices, the operations team would be able to operate the network and service elements remotely via VPN access from anywhere in the world.

Each data center is designed and engineered that if one data center becomes unavailable, traffic can be redirected and processed by another data center. IPfone Cisco use world-class data center vendors to provide the space and power required for the network and services. All vendors are SSAE 16 Type 2 compliant with greater than 99.999% uptime and 24-hour data center monitoring. All voice call control and voice service elements are designed to automatically migrate (failover) from one data center to another if one data center becomes unavailable. The entire failover process is automatic and will occur in near real time. All service operating & service elements, for City of Lighthouse Point has been provisioning and configuration web interfaces, are designed in an active/standby architecture and can be manually migrated (failover) from one data center to another if one data center becomes unavailable. Once initiated, the entire failover process takes less than 2 hours.

Data Center Overview *Geographically Diverse Data Center Architecture*

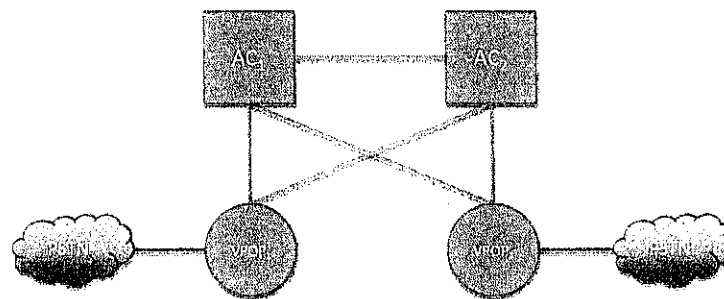
Designed with:

- *Efficient bandwidth across all networks*
- *Proper redundant components*
- *Adequate site preparation*

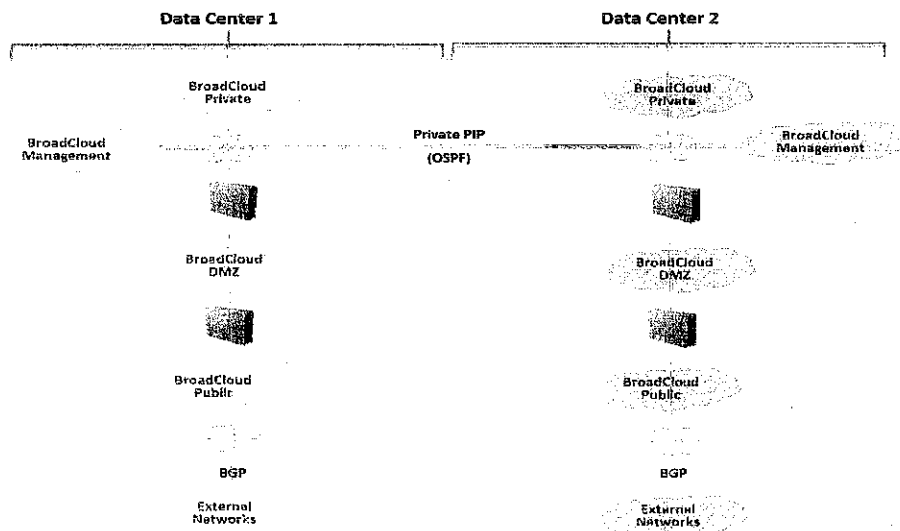
The hosted platform consists of a number of communications components that interconnect with voice and data networks, and premise equipment. The platform components are distributed among multiple locations for redundancy and fault tolerance. To interconnect with customers' sites, it requires voice and data networks, as well as application infrastructure.

There are two major parts to the hosted platform – the Voice Point-of-Presence (POP) and the Application Center (AC).

High Level Architecture: Voice



- *The Application Centers (ACs) are coupled with the Voice POPs (VPOPs).*
- *While only 2 of each are shown, the architecture has no restrictions in the number of each element.*
- *Each instance of the Application stack has its own Provisioning database.*
- *The Provisioning database defines the scope of all the servers managed by it or all served tenants.*
- *PSTN Clouds shown above are for inbound and outbound traffic.*
- *PSTN Clouds can be private SIP networks and can be mixed and matched for inbound and outbound traffic.*



Geographic Redundancy

TAB: 4 QUALIFICATIONS AND KEY EMPLOYEE RESUME'S

ipfone



Corporate Information

IPFone (www.ipfone.com) is the leading provider of managed hosted/cloud PBX and Data solutions for business. IPFone's solution is powered by BroadSoft, the world's leading developer of VoIP applications software and Cisco, the world's number one manufacturer of IP telephony products. IPFone's core offering is a Cloud phone system that provides companies with an "enterprise class" PBX that is implemented quickly, painlessly and for a fraction of the cost of systems with similar capabilities.

President & CEO: Damian Chmielewski

Employees: 44

Customers: Over 3,500 corporate accounts with approximately 40,000 VoIP subscribers nationwide

Technology: BroadSoft VoIP application software, Acme Packet session border controller, Cisco IP routers and gateways, Cisco CPE routers, switches and ADS, EdgeSwitch Networks video gateways, embedded Cisco and other IP telephone hardware.

Offices: IPFone's core service headquarters is located in the heart of the Americas, and Seattle, WA, with a subsidiary.

Service areas:

- Mexico
- United States and Puerto Rico
- Canada
- Europe and Africa
- Asia
- Latin America
- Middle East
- Oceania

Additional Services and Applications:

- Contact Center
- Business Communicator for PC, Mac and Mobile users
- Analytics Reporting and Dash Boards
- Fax Solutions such as analog lines, Fax-to-email and CloudFax
- Hosted Voice Recording solution
- CRM Integration (Salesforce.com and others)
- Polycom/Cisco/Ventiva / Panasonic Integration

Offices by the Numbers

- 20 years in business
- 3,500 Corporate Accounts
- 40,000 Active Subscribers
- 100% uptime IP network
- 3 minute global call pick-up times
- 24/7/365 Support
- 99.9% Customer Retention

Key Business Advantages

- Cloud Managed
- Privacy Protection
- Scalable Growth Plan
- Flexible and Aggressive Pricing
- Real Time Fraud Manager, Real Time Alerts

How we are different and better than others

- Includes everything you need to get started
- No hidden fees or charges
- No long term contracts
- No lock-in
- No "one size fits all"
- No "black box"

Key Personnel

Damian Chmielewski

President & CEO

Phone: 786-924-6120

damian@ipfone.com

Mr. Chmielewski, has been an integral part of IPFONE for the last 16 years, and now, as key executive, manages the day to day activities at IPFONE. His vision is keen in assuring that the company performs at peak performance resulting in an exceptional customer experience on all fronts. At the same time, Mr. Chmielewski watches over the financial well being of the company to insure corporate longevity and growth. He recently participated in the Goldman Sachs 10,000 Small Business at Miami-Dade College. As part of the IPFONE culture, Mr. Chmielewski welcome customers communications and comments as a way of creating best practices to continue the reputation of a leading telecommunications provider in our market.

Stu Kolinsky

VP Sales

Phone: 561-939-6699

stu@ipfone.com

34 veteran of the telecommunications industry including wireline, wireless and cloud products. 12 years with IPFONE. Mr. Kolinsky's expertise among others is the practical application of services resulting in maximizing ROI medium to large enterprise users. His belief system is a strong customer focus for long term relationships.

Ross DeBernardis

Channel Sales & Marketing

Phone: 904-315-9295

rdebernardis@ipfone.com

Mr. DeBernardis is successful Sales Management Professional with cross industry experience in both Hosted & Premise based solutions. He is widely known nationally and internationally for his excellent track record of professional sales & engineering prowess. Ross has been with IPFONE for the past 2 1/2 years and came onboard through the acquisition of IntelCloud a Hosted provider in North Florida. He has over 30 years in the industry with 23 years w/Siemens/Unify as National Director of Channel Sales, delivering solutions to Federal, State & Local Governments on a National Basis. Excellent communicator and motivator, with professional presentation skills with customers. Studied at State University of New York (SUNY), Business Administration & Marketing.

Continue on next page.

Key Personnel

Ronald Cabrera
VP of Technology
Phone: 788 924 8148
rcabrera@ipfone.com

With 19 years of Information Technology/Telecom/Network experience Mr. Cabrera oversees all technical and operational endeavors at IPFone. Activities such as product development, provider relationships, network management and deployment, project management team, and customer services and support are some of his area of responsibility. A hands on approach by Mr. Cabrera insure that these functions run well to meet industry and customer requirements.

Abraham Siu
Sales Engineer
Phone: 786-924-6138
asky@ipione.com

18 years as a Network Engineer,
9 years with IPFone
Network and Telecom, MCSE

Oswaldo Villar
Senior Project Manager
 Phone: 786-251-3445
villar@ipfone.com

16 years experience in Telecom
Telecommunication Engineer 1997-2001
ComTia Network +, CCNA, CCNP, CCVP
13 years with IPfone- Senior Project Manager

Brian Amozola
Support Operations Manager
Phone: 786-924-6144
brian@b2b.com

23 years experience in Telecom
14 years with IPFona- Manager
Support with IBM & AT&T

Escalation List during installation process

1	Project Manager Armando Viera 1-866-573-5300 extension 1148 aviera@ipfone.com	2	Project Manager Oswaldo Villar 1-866-573-5300 extension 1156 ovillar@ipfone.com	3	Project Manager Joe Lopez 1-866-573-5300 extension 1126 jlopez@ipfone.com		Project Manager Tony Sulava 1-866-573-5300 extension 1157 tsulava@ipfone.com
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	1st. Level Escalation Brian Amozola, Escalation VOIP & Broadband Manager Office: 786-924-6114
	2nd. Level Escalation Ronald Herrera, VP of Technology Office: 786-924-6115 Cell: 305-345-1140
	3rd. Level Escalation Dariusz Chojnowski, President & CEO Office: 786-124-6126 Cell: 305-345-1120

Escalation List



Tier 1 Support

1-866-573-5300 option 3
support@iphone.com



Tier 2 Support

Edan Amerzola
Manager
784-924-4144
eamerzola@iphone.com

Ariel Badosa
Supervisor
305-433-7691
abadosa@iphone.com

Martin Correa
Supervisor
305-722-3491
mcorrea@iphone.com



1st Level Escalation
Rafael Andino
COO
784-275-4009
randino@iphone.com

2nd Level Escalation
Ronald Cabrera,
VP of Technology
784-924-6105
rcabrera@iphone.com

3rd Level Escalation
Germán Chastelarola,
President & CEO
Office: 784-924-4120
Cell: 305-343-4124

TAB 5: PROJECT IMPLEMENTATION APPROACH, TIMELINE & PROJECT MANAGEMENT

Below is the IPfone approach to provide product and/or services and the reasons behind the recommended approach. This section also provides detailed information about the firm's mission and philosophies, as well as discussing the staffing level(s) anticipated by IPfone relative effort that each staff member will devote to the project. Note this currently a draft project plan that includes current guidelines a timeline as well as training and testing strategies. It will describe how applications will be provided, including the availability of each staff member and resources dedicated help desk.

Mission & Philosophies

As you get to know you're IPfone team, you will understand why thousands of business customers across the country rely on IPfone & Broadsoft as their total solutions provider.

At IPfone "**CONSIDER IT DONE**" is more than a corporate tag line; it is our basic philosophy; one we are all proud to live up to.

Deployment Strategy

Deployment will be conducted in several separate phases. **The initial phase** will be customer meetings, data gathering, Final solution design, and CITY OF LIGHTHOUSE POINT approval of the proposed implementation plan.

Phase 2 will be deployment of the solution core within CITY OF LIGHTHOUSE POINT's environment. This is to include staging, installation, and testing of the IPfone Broadsoft Enterprise solution. Following the completion and City of Lighthouse Point successful testing of the core deployment with the Primary locations, a small, limited user pilot will be conducted. This phase will also include any integration between the IP Hosted Platform Voice core and email systems, Fax, Data etc along with any other systems i.e. IVR connectivity, E911 will be designated as connectivity targets.

Phases 3 will be the migration of users from CITY OF LIGHTHOUSE POINT's legacy PBXs and applications to the Broadsoft Enterprise solution. This will be conducted on a site by-site basis, coordinated and scheduled with CITY OF LIGHTHOUSE POINT. As users are migrated, existing PSTN connectivity will also be transitioned between the legacy infrastructure and the IPfone Cisco Broadsoft Enterprise solution.

Within this section of this RFP, IPfone is providing a high-level Project Implementation plan to illustrate the deployment phases and tasks that will be undertaken till a finale design and contract is executed.

Following is recommended order of sites for migration:

Locations. Fire Stations, City Clerk, Police Department Emergency Operations, Public Works Library, Recreation, Administration. Other sites to come on Line as defined by the City. IPfone anticipates that this project can be successfully completed start to finish after contract signing within a 4 week timeframe based upon CITY OF LIGHTHOUSE POINT readiness. As for the Professional Services implementation labor costs have been reduced to account for 4 week project timeframe w/buffer of all overages if needed.

In an effort to minimize services costs to CITY OF LIGHTHOUSE POINT, pricing that has been provided is based on conducting the data collection with IPfone Project management and designer and completion of the System Design Workbook (user and site specific data). This would be conducted for each user within the enterprise. IPfone can also work with CITY OF LIGHTHOUSE POINT to arrive at a hybrid solution where IPfone and CITY OF LIGHTHOUSE POINT work together to accomplish this portion of the implementation responsibilities.

Training

IPfone, employs modern education methods and flexible media choices. With certified trainers using standard processes, we consistently deliver top-notch administrative and technical training, and Train the Trainer services via a modular approach, which gives CITY OF LIGHTHOUSE POINT flexibility to achieve your learning objectives via the following options:

- ▶ Instructor-led training in traditional classroom settings or via remote delivery
- ▶ Traditional classroom training for Administrative & or Technical can also be delivered at our facilities in Miami. This site is equipped with state-of-the-art equipment, infrastructure, and laboratories.
- ▶ Customized on-site classroom training at CITY OF LIGHTHOUSE POINT's sites involves IPfone Academy instructors training groups of individuals that need administrative or service training
- ▶ Remote delivery (SVU) to reduce implementation costs and wear and tear on CITY OF LIGHTHOUSE POINT employees, these options utilize virtual classrooms to provide live break-out sessions; over-the-shoulder, self-exercise modes; live application sharing, testing, and polling – all accessible from an individual student's computer.

► Self-Learning options include web-based training, or e-Learning, for end-users, administrators, and service personnel. The City can decide on which of the options above best meets the needs of the City. All options for Training above are included regardless of which option is chosen. IPfone can provide customized courses that can offer a wide range of options and alternatives to fit CITY OF LIGHTHOUSE POINT's requirements and equip your staff with the knowledge needed to administer.

► Onsite End User and Train-the-Trainer End User Training: to help CITY OF LIGHTHOUSE POINT's phone and application users practice hands-on using live station equipment, we can provide instructor-led training over the web or in a classroom setup for this specific purpose. Classes are delivered by one of our certified Trainers according to phone or client type and usage. Should CITY OF LIGHTHOUSE POINT wish to have IPfone teach your staff to deliver end user training, we can do that onsite or via the web.

► Onsite Basic System Administration Training: these instructor-led classes are available via the web as well as onsite. Led by our Project Manager its typically 4 hours in duration, each class for administering a solution Trainer (telephony, voicemail, etc.) demonstrates basic functionality modifying phones or clients, extensions, user roles, class of service, pickup and hunt groups, Routing, looking up Mail Boxes, etc. This training also covers commonly used troubleshooting procedures.

► IPfone Academy: via a modular approach that gives you flexibility to achieve your learning objectives, IPfone Academy offers CITY OF LIGHTHOUSE POINT the following options to help your personnel learn various products, services, and soft skills:

- Web-based Training (WBT): complete end user, basic overview, and general technology web-based training classes are available with on-demand playback, via our web site
- Off-site Classroom Our virtual classroom environment can deliver live instructor-led or recorded learning to web browsers at Training:

Customized Onsite Training: should CITY OF LIGHTHOUSE POINT have a group of individuals that need administrative and technical training, we can provide it at your site with our IPfone Academy Training instructors. IPfone is suggesting a course of study for technicians and administrators that will provide them with the ability to troubleshoot, modify, configure, install, and administer all components of the proposed Cisco Broadsoft Enterprise Solution Set. In response to the requirements of the RFP, IPfone is offering Onsite based training for End Users to include: End User Telephony, End User Voice / Unified Messaging and End User Unified Communications. The City of Lighthouse Point may wish to Video the training for future use of these videos on CITY OF LIGHTHOUSE POINT provided resources for use at a later time.

PROJECT MANAGEMENT METHODOLOGY

IPfone's methodologies are based on strict processes and disciplines for Risk Management, Controlling, Communications and Quality, plus extensive training for our staff. We use the Project Management best practices and will use this project methodology, (IPfone's project methodology) to manage CITY OF LIGHTHOUSE POINT's implementation. It's based on 'best-in-class' principles drawn from and influenced by international organizations the PMI (Project Management Institute), IPMA (International Project Management Association) . IPfone always incorporating these project standards is a regimented approach yields high quality implementations. Project Management activities that are designed to ensure City of Lighthouse Point that IPfone completes each project implementation effectively and efficiently. Project Management services, at a minimum, will include the following:

- overseeing the project
- placing orders and confirming delivery of equipment
- Escalating (delivery, product, etc.)
- Holding stakeholder and status meetings
- Being CITY OF LIGHTHOUSE POINT's Single Point of Contact for the Implementation, along w/Trainers/ and Tech's
- Managing IPfone's implementation resources
- Tracking and resolving outstanding issues
- Ensure deadlines are met

To ensure a high quality completion, IPfone employs a series of proven PM tools throughout the project implementation. Project controls are the tools and methods by which we manage and coordinate the project to maximize the probability of a successful outcome. PM uses the following plans and processes effective control and coordination throughout the project lifecycle.

Project Plan — The Project Plan is a project management document that functions as a roadmap from Project Initiation through Project Close Out. The plan provides a comprehensive portrait of the implementation by formally documenting the project charter, your business needs and objectives, the solution design and IPfone's implementation approach. Using the project plan, IPfone creates a baseline to manage the project with efficiency and effectiveness. The Project Plan incorporates tools as the Project Schedule, Communication Plan, Change Management Plan, Acceptance Test Plan which the City of Lighthouse Point is to provide etc.

Communications Plan — The Communication Plan presents the communication mechanisms (i.e. audio, video, email, etc.) used during the project and to identify the distribution frequency, objectives and people responsible for each communication event. Status reports, project meetings and periodic executive reviews are critical elements to keeping all of the stakeholders informed. IPfone will agree on a meeting plan with CITY OF LIGHTHOUSE POINT, including purpose, frequency, format and participants. At a minimum, the following meetings take place:

- ▶ A project kickoff meeting with CITY OF LIGHTHOUSE POINT
- ▶ Regular project steering meetings with CITY OF LIGHTHOUSE POINT
- ▶ Regular project review meetings with CITY OF LIGHTHOUSE POINT

Unless otherwise agreed, review meetings take place via telephone conference and web collaboration.

Project Implementation and Services Delivery Approach

Project Initiation and Planning Phase this is the starting point of the project. The goal is to the City of Lighthouse Point proper and detailed planning that will ensure the completion of all tasks on time and within budget, based upon the contracted Statement of Work (SOW). The Project Manager documents and authorizes the outcome of these activities within the Project Management Plan. Within the Project Initiation and Planning phase, the IPfone Project Manager ensures correct project initiation by performing the following task:

- ▶ establishing the Project Team by securing the required resources based on project scope and delivery timeframes
- ▶ Holding an internal kick-off meeting between IPfone's Sales and Deployment Teams to communicate and understand CITY OF LIGHTHOUSE POINT's solution, what features were of particular interest and share any other expectations that have already been set. The teams will also identify and address risks to the project.
- ▶ Creation of the project documentation for the Customer Kick-off meeting and ongoing project status meetings, including the Project Timeline / Milestones Schedule, City of Lighthouse Point Management Log, Meeting Minutes, Communication Plan, etc.
- ▶ Hold Customer Kickoff Meeting. CITY OF LIGHTHOUSE POINT's assigned representative and technical resources should plan to attend. The output of this meeting will be:
 - ▶ Introduction of IPfone's project team to CITY OF LIGHTHOUSE POINT, Identification of CITY OF LIGHTHOUSE POINT's decision maker with signature authority for change management, Validation of CITY OF LIGHTHOUSE POINT's and IPfone's expectations, Review the SOW and high-level Project Plan, timeline and milestones. A detailed schedule for all solution delivery activities will be developed and agreed upon with CITY OF LIGHTHOUSE POINT.
 - ▶ Design Finalization and Signoff: Finalize the Broadsoft Workbook and configuration files. CITY OF LIGHTHOUSE POINT approves the final design and the IPfone Voice Acceptance Test Manual is completed.
 - ▶ Network Readiness for VoIP System (if applicable): IPfone will work with designated CITY OF LIGHTHOUSE POINT resources to perform a Voice Readiness Assessment to confirm network readiness for VoIP. IPfone will provide a written report documenting the findings and any required remediation based on the specific requirements for the proposed solution. IPfone will define and coordinate with designated CITY OF LIGHTHOUSE POINT resources regarding: QoS settings; IP addresses; DNS, TFTP, DHCP, NTP and AD configuration requirements; and compatibility needs of any monitoring tools. IPfone will work with CITY OF LIGHTHOUSE POINT project team members to define any voice quality issues. Any request for IPfone to perform changes on CITY OF LIGHTHOUSE POINT equipment is excluded from the current scope and would require change control to add services.
- ▶ Site Infrastructure Reviews (if applicable):
 - ▶ Carrier Services: IPfone will validate that carrier services match the system design requirements. In addition, IPfone Provisioning services will work with the CITY OF LIGHTHOUSE POINT Project Manager to as all new carrier services are ordered in sufficient time to allow testing prior to implementation. IPfone & with approval of the CITY OF LIGHTHOUSE POINT will be responsible for ordering any new carrier services and for dealing directly with the carrier on any issues
- ▶ Equipment Ordering: Following the completion of the Design Workshop(s), the IPfone Project Manager will confirm the design and finalize the equipment order. If an Installation Change Order is required, the Project Manager will contact CITY OF LIGHTHOUSE POINT to validate this change. The documented Change Management Process will be used to implement changes. The quote is finalized, the configuration is frozen and the product order will be placed with the factory.
- ▶ Pre-Configuration and Staging: Once all equipment for the project arrives at the IPfone Staging Center, IPfone performs a physical inventory and installs the equipment in preparation for provisioning. IPfone will pre-load, configure and test all hardware, software, required licenses, and end user databases.
- ▶ Pre-Installation Checkpoint Customer Meeting: Before the start of the onsite installation, the Project Manager and Project Team hold a pre-installation checkpoint meeting with CITY OF LIGHTHOUSE POINT to confirm:
 - The design document has been approved
 - All required customer information has been received
 - All hardware and software is onsite and ready for installation
 - The customer resources are availableThe Project Manager and CITY OF LIGHTHOUSE POINT will also review the implementation plan, tasks, timeframes and responsibilities.

► **Deployment at Data Center:** The IPfone Staging Center will ship the entire solution components to the applicable locations where a IPfone technician will install and connect them to CITY OF LIGHTHOUSE POINT's network. In addition, the first phase of remote sites may be deployed during this step, dependent on the agreed upon rollout schedule. IPfone will coordinate onsite resources and material arrival at the customer site as well as unpack, inventory, install, power-up and test the equipment. The specific deliverables for this step are all hardware and software installed and configured on site for installation, IPfone performs tests to verify the correctness of the installations.

Prerequisites:

Any remediation required to make CITY OF LIGHTHOUSE POINT's network compliant to IPfone's minimum requirements must be completed and verified to meet specifications prior to launching deployment onsite

Knowledge Transfer and Training:

IPfone will provide system familiarity and orientation to acquaint CITY OF LIGHTHOUSE POINT with the installed Core solution. This knowledge transfer does not take the place of formal training. Its intent is to assist in understanding general system configuration and administration. In addition, for end user training, the IPfone Project Manager will work with CITY OF LIGHTHOUSE POINT to schedule the sessions. CITY OF LIGHTHOUSE POINT will work w/ Remote Help Desk or Onsite Post-Cutover City of Lighthouse Pointe needed. Post-Cutover coverage is designed with the IT Staff with the newly installed system. Qualified, experienced, trained personnel provide City of Lighthouse Pointe questions regarding the system as well as reporting discrepancies.

► **Solution Acceptance:** Once IPfone has declared the solution at applicable remote sites) "Ready for Acceptance", IPfone executes the Acceptance Test Plan with CITY OF LIGHTHOUSE POINT's assistance. The results of the tests will be documented and signed off by CITY OF LIGHTHOUSE POINT. Upon testing completion, CITY OF LIGHTHOUSE POINT signs an Acceptance Certificate for this phase of the work.

► **Handover to Operations:** As soon as CITY OF LIGHTHOUSE POINT accepts the applicable remote sites, the Service organization takes responsibility for the site(s). All changes and issues concerning these sites will use IPfone's standard service / maintenance processes and procedures. The specific deliverable for this step is the completed and signed off Acceptance Test Plan with Acceptance Certificate.

► **Site Rollout (i.e. locations, buildings, remote sites, etc.):** Site Rollout refers to extending the solution to all contractually agreed remote sites and bringing those users onto the new platform.

CITY OF LIGHTHOUSE POINT Resources

CITY OF LIGHTHOUSE POINT's tasks and responsibilities will include, but are not limited to, the following minimum activities. CITY OF LIGHTHOUSE POINT's staff assigned to the project should, at a minimum, is sufficient to perform these activities. A Statement of Work will define any additional requirements based on the final agreed upon scope of products and services.

CITY OF LIGHTHOUSE POINT's Role Tasks and Responsibilities

Project Management

- Coordinate with IPfone on all aspects of planning, designing and implementing the solution
- Participate in development of Project Plan through input, including but not limited to, milestone input, validating project goals / scope and review / acceptance of Design Documents against business requirements, and developing escalation process
- Communicate milestone completion and deliverable acceptance
- Facilitate efforts between both the Project Team and the user community
- Manage, schedule and employ the required facilities and resources (i.e. equipment room, secure storage area, project room(s), CITY OF LIGHTHOUSE POINT resources)
- Participate in status meetings
- Ensure City of Lighthouse Point participation of the appropriate staff members in the Project Kick-off and information refinement steps. This may include Domain Administrators, existing Legacy PBX Administrators, IT dept etc.
- Ensure all prerequisite infrastructure components for which CITY OF LIGHTHOUSE POINT is responsible are available in a timely manner
- Provide current telephony information (i.e. dial plan), data network information (i.e. IP addressing scheme) and user requirements, as required
- Approve and execute acceptance test plan
- Sign-off on project completion
- Participate in Project Kick-off and status meetings, if applicable
- Participate in requirements analysis and design sessions with IPfone's Project Team to clarify detailed project requirements
- Ensure that the site is appropriately prepared for installation

- ▶ Provide the appropriate technical staff has system access, network configuration information, data conversion, call routing strategies, etc. during the engagement
- ▶ Provide system administration / maintenance of the servers and databases (backup schedules, utilities, anti-virus software and procedures) if there is integration required to CRM, Paging, Email etc
- ▶ Participate in system and integration testing, as appropriate
- ▶ Coordinate training schedules with IPfone and inform user community
- ▶ Perform system and application backups, as required for City systems

IPfone Team to consist

IPfone will assemble a team of highly skilled sales, project management, engineering, installation and service professionals, along with executive Management– following award of the contract. IPfone's Project Managers and our Engineers average fifteen to twenty years of information and communication industry experience. Personnel are some of the most the competent in the industry w/our Cisco Broadsoft solution areas applicable to their position. We structure all project teams with a value-add approach in order to address specific business and technical requirements. IPfone will staff this engagement with a team of extremely qualified individuals who have the right combination of certifications, expertise and experience to deliver outstanding results to the City of Lighthouse Point. These individuals are part of the team throughout the engagement. The benefit to this approach is complete consistency and clear accountability for the project's success from end-to-end.

IPfone Role IPfone Tasks and Responsibilities

Project Plan will include, but may not be limited to: • Work Plan (Work Breakdown Schedule / Milestone) • Risk Plan – including mitigation strategies • Communication Plan • Change Management Control Plan • Document Test and Acceptance Plan for the solution

- ▶ Coordinate, schedule and describe in detail the activities City of Lighthouse Point surrounding the various workshops, including detailed design, network readiness, security and any application design
- ▶ Hold Kick-off Meeting, periodic progress meetings and other mutually agreed to meetings (i.e. design finalization, installation initiation, cutover planning, project closeout, etc.) as well as publish weekly status reports
- ▶ Coordination of installation and testing
- ▶ Review and manage the Change Control processes with the project team
- ▶ Confirm that the required hardware and software licenses will be available and ready at the start of the project
- ▶ Track and resolve outstanding is City of Lighthouse Pointes and Upon Project Completion, ensure all relevant documentation has been supplied
- ▶ Administrative tasks include IPfone's workflow, ordering and other back office tasks

Solution Engineer(s)

- ▶ Attend internal and customer meetings as requested by PM, Assist in high-level requirements definition
 - ▶ Overall high-level solution development, Professional Services Engineers
 - ▶ Provide details in requirements definition Primary responsibility for solution design and technical City of Lighthouse Point
 - ▶ Conduct applicable solution workshops, Provide details to develop solution, network integration, network assessment and security elements
 - ▶ Design, install, configures and tests the IPfone Broadsoft solution and other application integrations
- Installation Technicians**
- ▶ Attend internal and customer meetings as requested by PM,
 - ▶ Perform site survey(s) to establish facilities requirements / readiness
 - ▶ Install IPfone-provided switching, hardware, and peripherals then Power up IPfone-provided switching, application hardware and peripherals
 - ▶ Install and, connect cables to patch panels cross connects at the MDF
 - ▶ Verify and test product to ensure end-to-end functionality, Verify and test trunks
 - ▶ Set and test telephones at all site Locations within the City Network as stated within the RFP
 - ▶ Cutover IPfone Broadsoft Hosted Services and provide post-cut coverage needed
 - ▶ Enter configuration into data Hosted system entry tool
 - ▶ Provide post-cut coverage, help with onsite Help Desk responsibility during install activities

Trainers

- ▶ Setup training room
- ▶ Conduct end-user and basic administration training, as required by City along with advanced Administration Training
- ▶ Provide post-cut coverage and Help Desk City of Lighthouse Point onsite during install activities

► IPfone Academy instructors perform advanced training activities for class elected by the City of Lighthouse Point. IPfone PM's are highly effective in problem resolution of complex Involvement, as well as in delivering projects on time, profitably and at the highest levels of customer satisfaction. Qualifications include Project Management Professional with extensive experience in managing large, complex, multi-site implementations. IPfone's PM's average 15 years of supervisory and managerial experience in the field of Information Technology and Telecommunications. Strong project management skills are required, which enable the timely design and implementation of complex network systems.

With IPfone & Cisco as the bedrock of our Service practice, our primary focus is supporting our customer's business needs. To do that, you have to be agile and responsive to every client's unique requirements. That's why all of our Maintenance and Managed Services can be tailored to provide only the Services you require, even if one location has different Service Level requirements than another. This is especially important in many environments where 24 x 7 rapid response is required i.e healthcare, and County, Federal and City Gov't facilities.

Our standard Maintenance Service Levels are as follows:

Call Desk (Included at no cost for term of agreement and or renewal after 5 years from yr 6 through 7 24 x 7 x 365

Parts Replacement, Core & Peripheral Hardware (Included) –

Advance Hardware Replacement (AHR) with Next Business Day (NBD) provision. IPfone will replace defective Phones Routers & ATA adapters etc. that are distributed throughout CITY OF LIGHTHOUSE POINT's enterprise. These are the only Field Replaceable Units (FRUs) that have been proposed in this solution to CITY OF LIGHTHOUSE POINT. While our commitment to parts provision is NBD, IPfone has fully stocked emergency parts depots in Jacksonville, FL; and Miami FL. which should allow for same-day delivery in most cases. Parts Replacement, Phones (are included if either Purchased or Rented from IPfone Included for the term or agreement or warranty Maintenance) – Advance Hardware Replacement (AHR) with Next Business Day (NBD) provision. IPfone has included phone replacement in our proposal to CITY OF LIGHTHOUSE POINT.

Onsite Repair (Included) at no cost for Term of Agreement 5 years and if renewed term yrs 6 >7

Available 24 x 7 for P1 incidents; NBD for P2 and P3. The primary purpose of Onsite Repair is to replace any hardware that may be defective. IPfone has included Onsite Repair in its proposal to CITY OF LIGHTHOUSE POINT at no addl. Cost for the term of the agreement, however, in a software-driven VoIP environment, the majority of repairs (95-97%) are executed remotely. Cisco Broadsoft Voice is a carrier-class, VoIP solution that is very nominally hardware dependent. This means that there are very few moving parts that require replacement to resolve an incident or service interruption.

System Monitoring (Included at no cost) –

Proactive Incident detection and management, incident remediation, problem escalation, and vendor management on a 24 x 7 x 365 basis. Our state-of-the-art monitoring and detection systems enable early identification of service impacting conditions, driving problem avoidance activities. Proactive customer notification is provided based on CITY OF LIGHTHOUSE POINT-defined escalation and notification processes.

City of Lighthouse Point Portals (Included at no cost) –

Provided to Administrators / technicians who have successfully completed IPfone training on the deployed technology. The Portals will provide access to:

► IPfone's technical knowledge base

► Technical documentation,, Incident opening, closing, tracking, and appending comments and documents, Reporting and archived Incidents In terms of reliability, IPfone adheres to a strict set of Service Level Agreements (SLAs) for Service Delivery at every level. Additionally, IPfone employs follow-the- delivery with our networked NOCs, and Service Centers which enables around-the-clock access to qualified, Engineers, technicians whenever CITY OF LIGHTHOUSE POINT needs them. IPfone employs Service network monitoring, using intelligent workflows and automated routing, IPfone is able to manage Incidents and Service Requests efficiently with an eye to faster resolution and remediation of service-affecting issues. IPfone employs Service Solution Centers L1 and L2 technical issues, while our Network Operations Centers (NOCs) serve as point for system monitoring. All of IPfone's NOCs are hardened with the following physical and virtual security means:

Facilities are Staffed 24 x 7 x 365, Best-in-class industry monitoring tools, controlled site access, Video surveillance, Diversified power, Diversified connectivity, Redundant uninterruptible power supply, Power regulation and backup, Redundant diesel generators.

Call Initiation or a Request for Service:

Call initiation or a request for corrective service, and entitlement occurs either by a customer 1) calling in a problem via an 800 number, 2) requesting service via IPfone's Customer Portal, or 3) via receipt of an alarm(s) for the customer's at IPfone's NOC. Service Request Analysis /Acceptance: Service request analysis / acceptance entails the Call or Service Desk verifying customer entitlement, confirming, recording problem details, and establishing problem severity. An Incident is then created and routed to the appropriate IPfone via a remote service queue for diagnosis. For a call initiated by a system alarm, the alarm handling system automatically transfers the request to a remote service queue. Requests in the queue are prioritized according to problem severity and contractual requirements. Remote Service: Once entitlement is confirmed, remote service is performed by IPfone's SSC (Level 1 and/or Level 2, as appropriate). Remote service encompasses performing remote incident / problem analysis and resolving the incident remotely, if possible.

Escalations

As problems encountered vary in scope, complexity, and impact on the customer, the decision of when to escalate a problem is the responsibility of the individual dealing with the problem. When IPfone is actively working an Incident and there is no progress on remote problem isolation and solution delivery, the following chart illustrates the escalation path. The escalation chart reflects the maximum timeframes; escalation can occur earlier:

Escalation Time – Priority 1 and 2

Maximum Timeframe for Escalation Activity if there is NO PROGRESS on a Critical Problem

1 Hour after assigned to Active Incident

Within 1 hour of receiving the incident ticket, if there is no concrete progress in problem isolation and fix identification, the Operations incident management team engages senior technical resources

2 Hours

Senior Ops resources are actively engaged; team leader alerted to within 3 Hours IPfone management alerted 4 Hours

Development engaged and alerted, as appropriate (this may occur earlier based on progress)

5 Hours

Upper management alerted; monitoring of progress by all appropriate technical resources is occurring throughout process 6 hours Level 1 and Level 2 managers monitor progress and engage IPfone Level 3

8 Hours

Level 2 Operations Manager alerts Operations VP

Escalation Time – Priority 3

Maximum Timeframe for Escalation Activity

2 Hours after assigned to Active Incident

Incident management team reviews progress and engages senior technical resources

4 Hours

Problem management technical resources are controlled and engaged as appropriate 6 Hours Team Leader alerted 8 Hours management alerted; action plans reviewed Regional Service Delivery Management will determine whether further management escalation within its organization and the sales organization is required (i.e. Account Manager, Sales Director, VP of Sales, VP of operations etc.).

REFER TO ESCALATION CHART IN TAB 4 FOR NAMES & CONTACT INFO ALONG WITH RESUME'S OF KEY PERSONEL THAT WILL BE RESPONSIBLE FOR THE CITY OF LIGHTHOUSE POINT PROJECT ALSO IN TAB 4

TAB: 6 SYSTEM & EQUIPMENT FEATURES Functional Requirements

We have also included Our CISCO BroadSoft Service Administration for making System Changes Via the City Portal
The Cisco Broadsoft service dashboards are web-based portals designed to provide users all the control they need to effectively manage their service. The dashboards are structured to fit the needs of the End-Users and Site Administrators.

One of the distinct benefits of cloud based communications like the Cisco Broadsoft Portal are designed for large City wide enterprise customers like the City of Lighthouse Point, which is the end user and allows for administrative control that is included in the offering – it's as if the equipment is on your location. Broadsoft dashboards

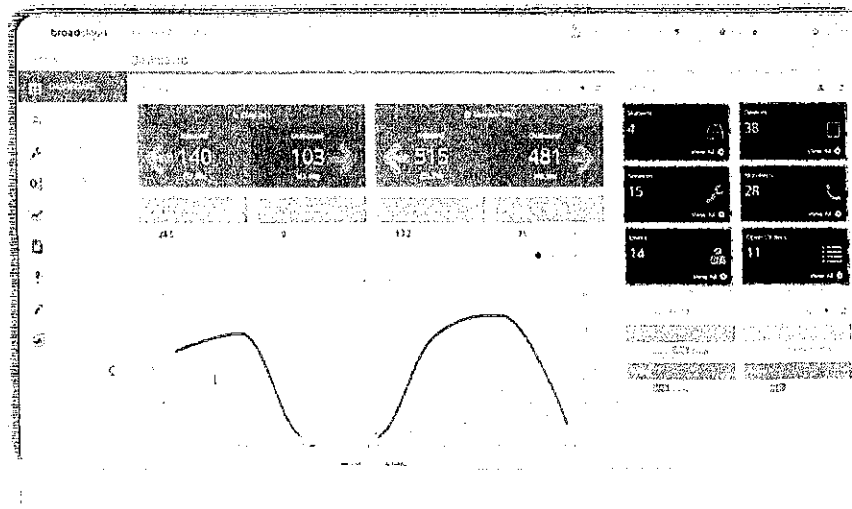
- Are only accessible with valid login credentials and secure from other customers and unauthorized users.
- Provide information and functionality appropriate to the user's role within the organization
- Have been designed with simplicity and ease of use in mind
- Provide extensive functionality while minimizing the risk of inadvertently disrupting existing service or functionality

The Cisco Broadsoft service dashboards address three key functional roles within a customer organisation.

My Account

Designed to provide all the higher-level account administration, visibility, and functionality necessary to effectively leverage your service;

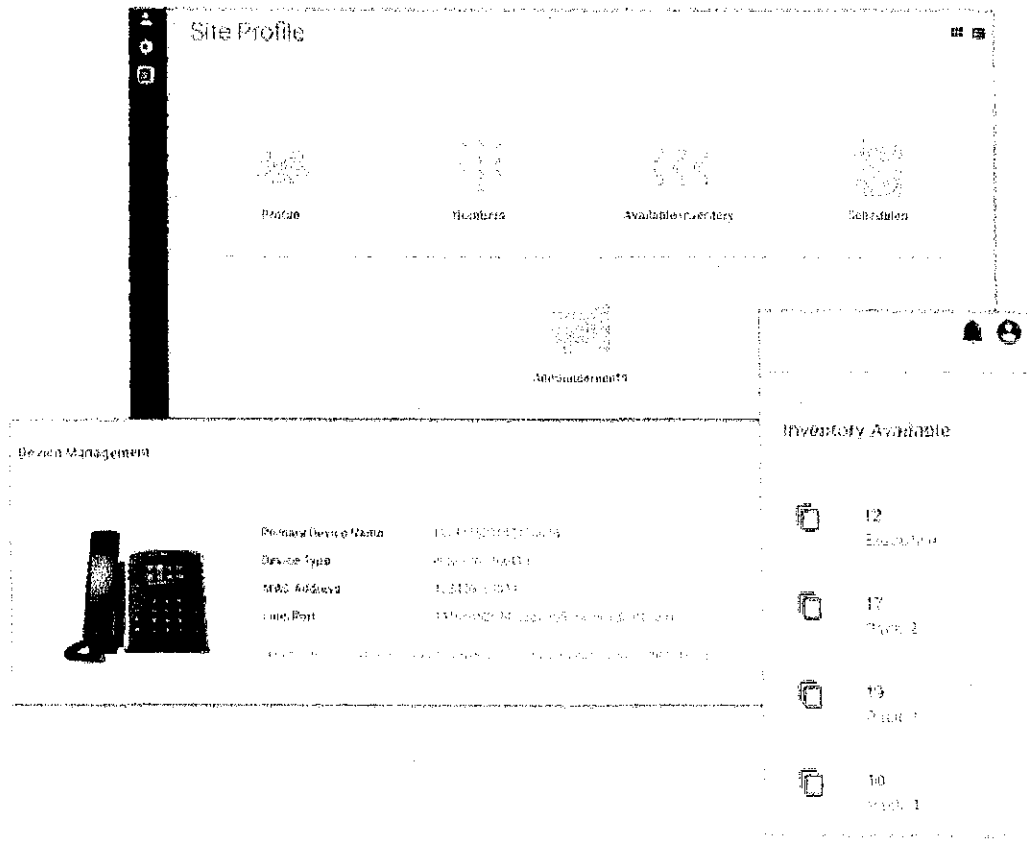
- Enterprise-wide site location management (move order self service)
- Download enterprise-wide reports
- Manage contact and login information
- View listing and status of all orders associated with account
- Manage Site Administration access for all locations (creation of admins)



My Site

Provides the administrator for each site the ability to configure, view, and manage the service for a specific location within the City wide network of Locations:

- *Setup, view, and manage Phone and User assignments*
- *Create and manage Hunt groups, Auto Attendants, Call Queues, and other site level services in real time*
- *Establish standard office hours schedule for the site to help define call routing rules*
- *Visibility of call usage and call history across the site*
- *Establish and manage user features ranging from Call Waiting to Shared Call Appearance*
- *Voice portal extension and login administration*
- *Manage existing, or add new end point devices*
- *Assign UC Clients and services to customers*



My Phone

Available to each user who has been assigned a station package and allows them to self-manage the commonly used features and service parameters without having to ask a site admin, or telecom "expert" for help.

Functions include;

- *Manage unified messaging preferences*
- *Create unique call handling rules for special phone numbers, or to accommodate different times of day or days of week*
- *Manage preferences for traditional features like call forwarding, anonymous call rejection, etc.*
- *Set Simultaneous Ring preferences for exceptional availability*
- *Manage access and download user clients*
- *View call history*

Change Your Login Password/Reset Voice Portal Passcode

Your UserID: Jackblack
 Your email address: jcleland@broadsoft.com

▲ **Locale Settings**

Current TimeZone: US Central Time
 ▼

Current Announcement Language: English
 ▼

▲ **User Login Password**

Current Password:
 New password:
 Confirm password:

▲ **User Login Authorization**

Your email address: jcleland@broadsoft.com

▲ **Voice Portal Passcode Reset**

This sends you a temporary voice portal passcode allowing you to login into your voice message box via your phone and change it.

Cisco Broadsoft Features, Descriptions, and Feature Matrix

The Cisco Broadsoft offering includes a vast array of business telephone features required by the most sophisticated enterprises and a complete set of unified communications and collaboration capabilities that can be enabled dynamically as required by the system administrators and/or the end-users.

Cisco Broadsoft Features

Contact & Address Book Management

UC-One Desktop Clients and Mobile Apps allow users to easily define and organize contacts. Contacts can be individuals or user defined groups. You can share and request presence information with your contacts. You can quickly find a specific contact by using the filter field. If desired, the UC-Desktop client can also access with your Microsoft Outlook contact list.

Desktop Sharing (1to1)

On the UC-One Desktop Client, you can share your desktop computer screen with a contact. While sharing, chat and voice calling is also available.

Desktop Sharing (Group)

On the UC-One Desktop Client, you can share your desktop with multiple contacts. You can initiate a group desktop share session, or add contacts to an existing desktop sharing session. Creating a desktop share session automatically creates a group chat session.

File Sharing

On the UC-One Desktop Client, you can offer to send a file to a contact you are in a chat session with. When offered a file through the UC-One Desktop Client, you can Accept or Reject the file transfer offer. After the file transfer has completed, the received files can be opened or viewed by the recipient.

Instant Messaging (1to1)

UC-One Desktop Clients and Mobile Apps City of Lighthouse Point one-to-one Instant Messaging (AKA "chat") with your contacts.

Instant Messaging (Group)

UC-One Desktop Clients and Mobile Apps City of Lighthouse Point group Instant Messaging (AKA "chat") with your contacts. You can easily add a contact to an existing chat session, or begin a chat session as a group chat.

Instant Messaging History

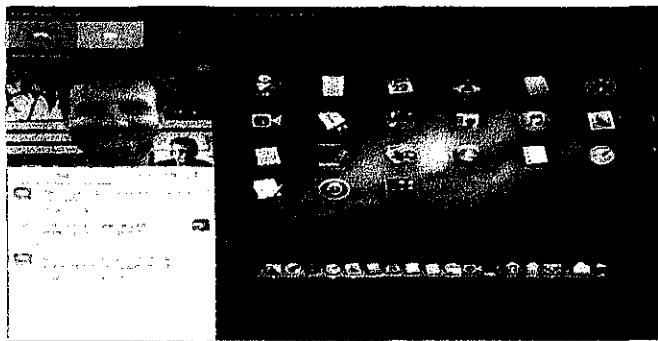
UC-One Desktop Clients and Mobile Apps maintain local copies of your chat history.

My Room Collaboration

The UC-One Client features My Room, an always-on collaboration space that accelerates team work, thus powering and enhancing productivity. We make it fast and simple to invite up to 15 participants to meetings, join calls or video conferences, and share information. You and your attendees can click the call button to automatically dial in to the conference. You can invite others to your room by dragging and dropping them from the contacts list into the My Room communications window and others can join your room by right clicking your name on their contacts list and selecting "Join Room." For larger meetings, Broadsoft offers a Meet Me solution that can accommodate 100+ participants.

Desktop sharing provides an entire project or pitch team with the ability to view demonstrations and presentations in real time on their own devices. Multi-party video, voice, and collaboration across laptops, smartphones, and tablets accelerate collaboration and decision-making.

The UC-One client is also WebRTC-enabled, which allow non-UC-one users to join My Room sessions as guest participants, thus extending business reach beyond a user's own organization.



WebRTC Enabled

Outlook Calendar Integration

The UC-One Desktop Client reads Outlook appointments. If there is an appointment running at the current time, and the user has enabled Outlook Calendar integration in their preferences, then their presence will be shown to their contacts as Busy – In Meeting.

Rich Presence

UC-One Clients rich presence so for each contact you have City of Lighthouse Point scribed to you can see their presence information. Similarly, your contacts can see your presence on their contact list. Icons are used to indicate your current presence status- online, in a call, in a meeting, busy or idle. Your presence status is automatically set by the system based on your activities but if desired users may manually set their presence status.

Calling Plan Management

Cisco Broadsoft provides an interface to manage the customer inbound and outbound calling plans for each site and specific users/phone numbers. Outbound Calling Plans regulate behavior for calls placed to various destination types:

- Internal (intra- City or company)
- Local

- *Long Distance*
- *Toll Free*
- *International*
- *Operator Assistance*
- *Chargeable Directory Assistance*

Rules for calls originating or forwarded/transferred from a site or number are as follows:

- *Allow. Calls may be placed to destination type.*
- *Allow with Authorization code. User must enter a predefined code to place the call to destination type.*
- *Block. Calls are blocked to the destination type.*
- *Transfer to a Number. Calls attempted to the destination type are transferred to a specified number.*

Inbound calling plans control call flows originating from internal sources as well as calls forwarded/transferred from external sources. Rule options for inbound calls are as follows:

- *Allow or Block inbound calls originating internally.*
- *Allow or Block all inbound calls from external sources.*
- *Allow transferred external calls only.*

Mobility Tools

UC-One Client: Our UC-One Clients are a set of end-user applications that empower users to access all of their dynamic unified communications services from any device (desktop, laptop, smartphone, or tablet).

Mobility: Mobility allows users to add their desktop or business identity to their mobile phone. Calls made from the mobile phone present the Cisco Broadsoft identity, which makes it appear that the user is calling from their business phone and not their mobile phone. Mobility provides users with a single, cohesive business appearance across devices, as well as the following features:

Ringling of desk, mobile phone, or both

VoIP calling over data network

Call-through service using the mobile device native dialer – through outgoing circuit calls present your business Caller ID

Fixed Mobile Transfer - transfer calls in progress between your wireless phone and Broadsoft desktop phone

Simultaneous Ring: This enables a user to have multiple phones ring simultaneously when a call is received on their Cisco Broadsoft phone number. The first phone to be answered is connected. For example, calls to a user's desk phone could also ring the user's mobile phone, in case the user is not at his/her desk.

Sequential Ring: Sequential Ring is a user level feature that allows a user to create a list of up to 5 additional numbers (six total) to ring in a specific order when they receive an incoming call. When a caller dials a City subscriber that has Sequential Ring enabled, the caller will hear an announcement asking them to stay on the line. After all numbers have been tried but are not answered, the ringback or announcement is interrupted and the caller is provided with the subscriber's no answer processing (e.g. voicemail in most cases).

Hoteling (Hot Desking): The Hoteling feature is ideal for businesses that provide temporary offices or cubicles for use by remote workers. Hoteling enables a user's phone profile – phone number, features, and calling plan— to be temporarily loaded onto a shared (host) phone. It is comprised of two features, Hoteling Host and Hoteling Guest, that work together to allow the customer to designate specific phones (hosts) that users (guests) can temporarily log in to and use as their own phone. When a guest logs in to a host phone, their user profile is automatically transferred to the device. The host device then becomes the user's primary device while they are logged into it.

Voice Portal: The MyPhone Voice Portal provides an easy way to manage your voice mailbox, record Auto Attendant greetings, and remotely modify call-forwarding options from any telephone. To access your voice portal, simply call your voice portal telephone number, log in, and follow the audio prompts.

Remote Office: Remote Office enables telecommuters and mobile workers to use Cisco Broadsoft features while working remotely. Since calls are still originated from Cisco Broadsoft the service provides a simple mechanism for separating personal and business phone expenses, as well as keeping alternate phone numbers private. 156

Business Continuity

At times there are unforeseeable events that can cause disruption in services to your business – natural disasters, power outages, dysfunctional router, internet outages, or simply an individual not plugging the jack all the way into the phone. Whenever situations occur, your business must continue, and your customers still need to be able to contact you.

The Cisco Broadsoft solution from IPfone allows the City to leverage multiple features that provide businesses with highly reliable communications capabilities and allow you to continue to operate under these conditions.

Since your voice service is delivered from the cloud, your voice service continues to work, even if your physical location is unavailable. The business continuity feature will automatically forward your calls to an alternate number that you select ahead of time. Many users opt for their cell phone, but you could use any number City of Lighthouse Point or alternate office location or voicemail.

The web-based portal allows you to configure alternate call routing plans for any number on our service and you can make changes in real time as different scenarios may require different alternate routing plans.

For those users with access to the Cisco apps for PC, Android and iOS devices they can receive and initiate business calls as normal as long as they still have Internet connectivity.

Front Office Services

Cisco Broadsoft provides a number of "front office" features that allow businesses to configure how incoming calls will be handled to best meet their operational requirements and handle customer calls in an efficient and professional manner.

Voicemail: *Has been provided for 75 City Licensees Listed in our Solution and Provides a recorded announcement message and the ability for a caller to record a voice message for the called party. The announcement message can be a personal message recorded by the voice mailbox owner or a default system message.*

Hunt Group: *Hunt Groups allow a defined group of users to handle incoming calls received by an assigned Hunt Group's phone number. Administrators can choose from any of the following "hunt" schemes, each of which rings the specified phones in a different manner:*

Simultaneously rings all of the users in the group; the first user to pick up the ringing phone is connected.

Rings individual users using the following algorithms;

- *Circular – The call is routed to the first available person on the list beginning where the last call left off.*
- *Regular – routes calls to a list of users defined by an administrator. Calls go to the first available person on the list always starting with the first person on the list.*
- *Uniform – as a call is completed, the user moves to the bottom of the call queue in a shuffling fashion. The next incoming call goes to the user who has been idle the longest.*
- *Weighted Call Distribution – enables calls to be distributed to agents according to a pre-defined weighting.*
- *In the event that all idle phones have been visited without answer, the administrator can define an alternative phone number for handling the call, pushing the call to another individual or group.*

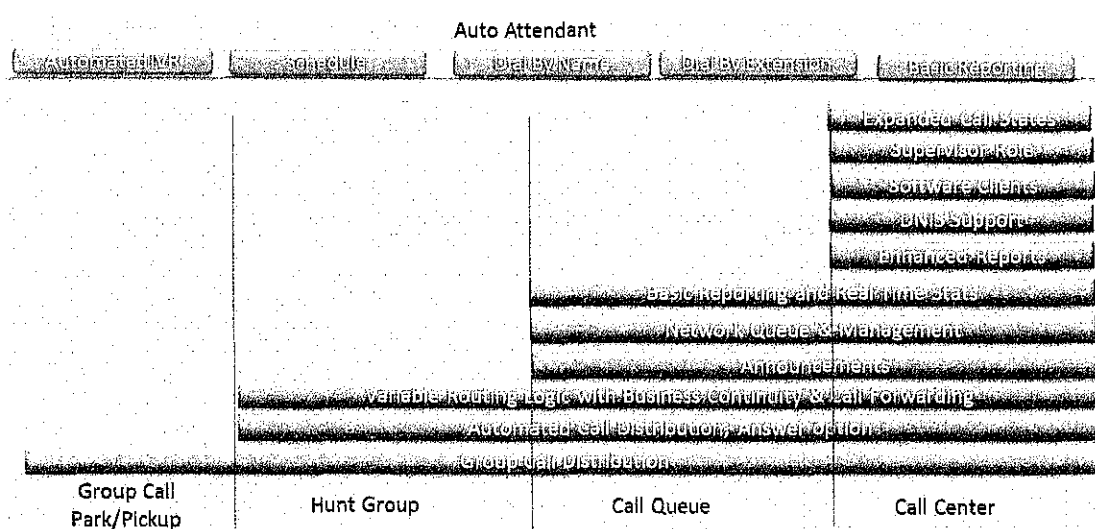
Auto Attendant: *The Auto Attendant serves as an automated receptionist that answers the phone and provides a personalized message to callers. It is a flexible Interactive Voice Response (IVR) front end with options for connecting to the operator, dialing by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on).*

Site administrators can fully configure the Auto Attendant to meet the specific needs of their organization. Configurable options include:

Allow/Disallow Direct Extension Dialing – Provides ability for callers to dial a known extension at any time to connect with the user without requiring additional prompts

Enterprise Wide or Site Specific Dialing Options – Refines the list of available users and extensions to include with the Internal dialing options (the Privacy feature allows specified users to be excluded from the list).

Schedule – Defines Days/Hours for normal business operations, as well as holidays, for supporting distinct greeting messages and routing actions for Business Hours vs. After Hours.



Call Queuing: Call queues temporarily hold calls in the cloud when all users assigned to receive calls from the queue are unavailable. Call Queues provide an automated “answer” with customizable greetings, comfort messages and hold music for the caller to listen to. Queued calls are routed to an available agent when they are no longer on an active call.

Each call queue is assigned a lead number; a telephone number outside callers can dial to reach the agents assigned to the call queue. Call queues can also assigned an internal extension that can be dialed internally to reach the agents assigned to the call queue. The Site Administrator is able to edit the members of the Call Queue group in real-time to respond to changing needs or workload.

The Call Queue service also provides additional visibility into the calling activity of each queue via a series of reports. All reports are available online via the web based admin portal.

Call Center: Cisco Broadsoft is a full-featured, carrier class Call Center solution that gets you to market quickly and provides flexible and cost-effective pricing. Because our Call Center is a cloud-based SaaS solution, you can have a fully functional call center up and running in no time, which capitalizes on a pay-as-you-go model that lets you add or remove licenses on a monthly basis if the City of Lighthouse Point elects to or need to implement a Call Center as operational needs change.

Call Center is also fully integrated with other advanced Cisco Broadsoft features, which makes our Call Center offering even more powerful and could provide the City of Lighthouse Point support for virtual call centers. For example, remote agents can operate with the UC-One desktop and mobile clients, use hoteling to minimize station costs across shifts, and add the Call Recording¹ feature to enhance operations and meet regulatory requirements.

Call Center provides an automated “answer” for all calls, with customizable greetings, comfort messages, and hold music for the caller to hear while held in a network-based queue until an agent (assigned user) is available to pick up the call.

Agents and supervisors are also provided access to a specialized web-based thin client via a link provided in their personal web portal.

Meet Me Conferencing

The Meet Me Audio Conferencing is a scalable solution designed to meet the needs of every business customer, whether it is a small business that needs to conduct sales calls with prospective clients or it is a large enterprise with geographically distributed offices that need to bridge hundreds of participants together for company meetings similar to the City of Lighthouse Point. The solution is designed to maximize efficiency and minimize distractions so that people can conduct business without interruption.

Meet Me Conferencing is an integrated solution that allows multiple callers to join in a single call, which enables meetings among diversely located invitees Reservationless conferences

Minimize distractions at any time.

Key features include:

-
- *Supports Lecture Mode, which automatically mutes all participants when they join a conference*
- *HD experience with HD (G.722) audio City of Lighthouse Point support*
- *Reduce complexity for administrators*
- *Site administration controls through My Site*
- *System generated moderator PINs and conference ID (participant PINs) delivered via email*
- *Multiple conference bridges per site and only site users can be assigned as moderators*

Manage Meet Me conference settings through My Phone

- *Dual-tone multi-frequency (DTMF) controls for moderators and participants*
- *Personal conference recording² capability – users can start and stop recordings at will and access them via My Phone*
- *Support for both direct dial-in and toll free numbers*

Business Integration and Extensibility

Broadsoft extends the value of your UC solution providing end user experienced integration with your business processes and procedures. Our workplace integration tools enable Broadsoft to work effectively with external business solutions, including customer relationship management (CRM) software and Microsoft Skype for Business.

UC-Desktop for Skype for Business (S4B)

The UC-Desktop Skype for Business (S4B) is a client-side add-in that enables calling a phone number using "Call from Phone" or "VoIP from S4B" through UC-Desktop. Instant messaging, presence, desktop sharing, and S4B-to-S4B calling stay in S4B. Non-S4B calls use Broadsoft with UC-Desktop as the add-in front end. The add-in integrates directly with Microsoft S4B and relies on the built-in integration between S4B and other Microsoft products. If S4B displays a calling option in a Microsoft product and that call goes through S4B, then the add-in is able to send the call through UC-Desktop.

Customer Relationship Management: CRM Connect

CRM Connect works in conjunction with a User's phone and Customer Relationship Management (CRM) software to provide a productivity enhancing integrated service. Site Administrators assign the CRM connect license by each site. Users select the CRM Connect tab from their My Phone self-service portal, which allows the user to easily integrate their CRM solution with their desktop client.

Broadsoft supported software third party vendors include:

Allstate Insurance Company	Maximize Software Inc.	Salesforce.com Inc.	Swiftpage
ConnectWise	Infobel	SAGE	TEL.SEARCH.ch
MS Eniro data	IBM	Stylite	Vtiger.com
Frontrange Goldmine	Microsoft	Sugar CRM	Central station XING
Google	NetSuite Inc	SuperOffice	Zoho Corp

UC-Tablet Client

The UC-Tablet client extends your mobility and the ability for the user to leverage their iPad and Android devices. These clients share the same look and feel as the other UC-One Clients. Now users can leverage several of the same communication features on their tablets, including but not limited to:

- Instant Messaging and Presence (IM&P)*
- Voice Calling (VoIP)*
- Voice Calling (circuit-switched) – Requires Tablet to have Cellular Service*
- Video Calling*
- My Room – Desktop Share Viewing*

My Room- Group Chat

My Room- Audio Conferencing

My Room – Video Conferencing

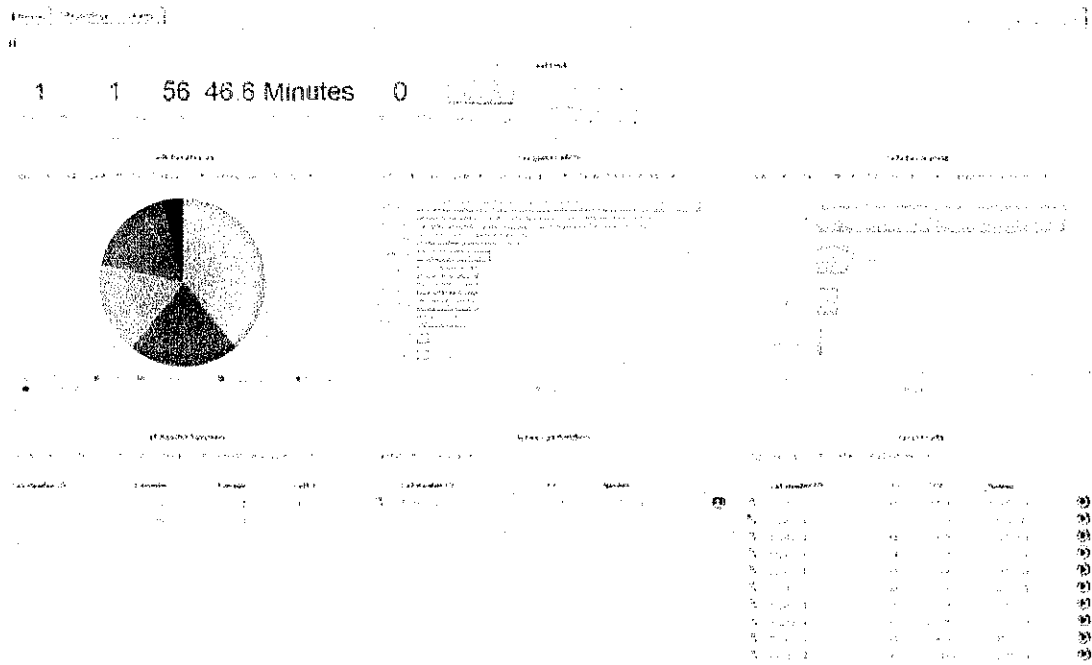
My Room – Guest Client support

Call Recording

Call Recording with Cisco Broadsoft provides the ability to record calls in real-time, manage storage of recorded assets and analyse call data to make quick business decisions.

Call Recording is ideal for companies wanting to monitor and improve call handling, organizations with regulatory requirements to record calls and users that wish to record on a call-by-call basis. Organizations in the health care, legal and finance fields, as well as customer support and sales teams frequently use call recording for quality as training and transaction verification purposes.

Call Recording is a cloud-based application that is integrated with Cisco Broadsoft providing a wealth of features to meet individual user and company demands. Administrators can access an intuitive web portal that provides real-time access to recordings, monitoring, reports and alerts.



Enhanced Reporting

The My Reports Section of the My Account Site provides enhanced reporting features that allow you to look at your calling patterns on your tablets, phone or any internet connection via HTML5.

Get real time reports from the Auto Attendants that lists all of the inbound calls. Call Queues and Call history provides you time and date stamped information.

Auto Attendant	Queue Name	Queue ID	Queue Type	Queue Status	Queue Count	Queue Time	Queue Priority	Queue Action
Auto Attendant	Queue 1	1	Queue 1	Queue 1	Queue 1	Queue 1	Queue 1	Queue 1
Auto Attendant	Queue 2	2	Queue 2	Queue 2	Queue 2	Queue 2	Queue 2	Queue 2
Auto Attendant	Queue 3	3	Queue 3	Queue 3	Queue 3	Queue 3	Queue 3	Queue 3
Auto Attendant	Queue 4	4	Queue 4	Queue 4	Queue 4	Queue 4	Queue 4	Queue 4
Auto Attendant	Queue 5	5	Queue 5	Queue 5	Queue 5	Queue 5	Queue 5	Queue 5
Auto Attendant	Queue 6	6	Queue 6	Queue 6	Queue 6	Queue 6	Queue 6	Queue 6
Auto Attendant	Queue 7	7	Queue 7	Queue 7	Queue 7	Queue 7	Queue 7	Queue 7
Auto Attendant	Queue 8	8	Queue 8	Queue 8	Queue 8	Queue 8	Queue 8	Queue 8
Auto Attendant	Queue 9	9	Queue 9	Queue 9	Queue 9	Queue 9	Queue 9	Queue 9
Auto Attendant	Queue 10	10	Queue 10	Queue 10	Queue 10	Queue 10	Queue 10	Queue 10

IPhone has addressed each of the features below and described the way the proposed solution meets the requirement Of the City of Lighthouse Point. If the system requires customization, third-party integration or purchasing an additional feature or application not referenced within the RFP then there maybe and Uplift charge.

IPhone RESPONSE Has Read and complies with all listed & Requested we have also provided some with addl. Information and some with those Marked and explained as Far Exceeds RFP Requirements and some with providing & needing further information. Please also refer to Cisco Broadsoft Detailed List of Features in this Section.

- Auto dialing
- Automated directory services
- Automatic ring back
- Busy override
- Call blocking

- Call forwarding on busy or absence
- Call logging
- Call park
- Call pick-up
- Call routing and transferring
- Call waiting
- Camp-on
- Conference call
- Continuous Redial
- Custom greetings
- Customized abbreviated dialing (speed dialing)
- Direct inward dialing (DID)
- Direct inward system access (DISA) (the ability to access internal features from an outside telephone line) Is accessed via the Web
- Do not disturb (DND)
- Fax send and receive *IPfone RESPONSE Will need to know the final Qty and if VoIP or PSTN*
- Interactive voice response (IVR)
- Music on hold
- Night and holiday service *IPfone RESPONSE can be set up for the entire Year*
- Presence
- Public address voice paging *IPfone RESPONSE we have included Station Lic and CISCO ATA 232D to access any existing City Paging Elevators, data Lines etc*
- Shared message boxes (where a department can have a shared voicemail box) *IPfone RESPONSE yes Multiiable users can be assigned to a MB and or By Dept*
- Voicemail *IPFONE RESPONSE WE have provided and included 75 VoiceMail Boxes which is the same Qty as total User Licenses as outlined in RFP which far Exceeds the Requested in function.*
- Voice message broadcasting
- Welcome message Additional Required Features
- System continues to operate when cut off from Cloud servers or Internet routing *IPFONE RESPONSE REFER SYSTEM OVERVIEW TAB 3 Technical Proposal*
- Mixed analog, T1, SIP, Internet phone system we can provide all three if required
- Availability of training for administrators and power users is included and is Provided onsite Training
- E-911 or similar functionality is provided
- 4-digit dialing from anywhere within the City is provided
- Advanced Reporting (User-friendly dashboards for detailed cost reporting, real-time monitoring, call tracking, and trend data) *IPfone we has included for the entire enterprise all locations our Analytics Reporting with reports and Dashboards*
- Find Me, Follow Me (FMFM)
- Endpoint routing on busy/no answer
- *IPfone is providing a fully Hosted and fully Managed Solution for the City of Lighthouse Point*
- Ease of Management (i.e. setting up a new phone, setting up a new user) *IPfone has included a Platform Management Portal and Training for up to 2 Administrators & Techs*
- Integration capability with other business software & (ability to integrate with other systems, City of Lighthouse Point CRM systems etc) *IPfone has included list of software and system we can integrate with and or provide customer design if required to supported CRM Packages for if and when the City may require*
- Mobile Apps are available need to know Qty required.
- Softphones are available Need to know Qty required

Transfer deskphone/softphone to cellphone and cellphone to deskphone/softphone *IPfone Mobility allows users to add their desktop or business identity to their mobile phone. Calls made from the mobile phone present the Cisco Broadsoft identity, which makes it appear that the user is calling from their business phone and not their mobile phone. Mobility provides users with a single, cohesive business appearance across devices, as well as the following features: Ringing of desk, mobile phone, or both, VoIP calling over data network, Call-through*

service using the mobile device native dialer – the City of Lighthouse Point calling or outgoing circuit calls present your business Caller ID, Fixed Mobile Transfer - transfer calls in progress between your wireless phone and Cisco Broadsoft desktop phone this available but would need to know Qty required

- Audio Conferencing has been included for all city wide users by IPfone
- **Video Conferencing and Screen Sharing IPfone can also include if there is a requirement this feature adds UC-add on based on Qty needed. User Licenses- Mobility, Desktop Management, Voice, Video, Chat, Presence, One number follow me and Desktop Collaboration Desktop Sharing Note Max 145 Screen Share Participants, and Up to 500 for Audio Conference this is available and would far exceeds the RFP requirements however can be provided as Uplift cost based on # user.**

Feature Name	Feature Description
Alternate Numbers w/ Distinctive Ring	Enables users to have up to ten phone numbers and/or extensions assigned to them. The local ringing is provided for incoming calls to the primary phone number and users have the option of enabling a distinctive ring for calls to their second and third phone numbers. For outgoing calls from the user, the user's primary phone number is the calling line identity. This feature is often used to allow a single station to be called locally from multiple originating local calling areas.
Analog Hotline	The Analog Hotline (sometimes referred to as Automatic Ring Down or Hot Dial) feature configures an analog telephone connected to an Analog Telephone Adaptor (ATA) to automatically call a pre-configured telephone number when taken off-hook. When configured, the telephone only makes calls to one number and cannot be used to call any other number.
Anonymous Call Rejection	Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID. By activating the service via My Phone or dialing the Feature Access Code (FAC), callers without available caller identification are informed that the user is not accepting calls at that time. The user's phone does not ring and the user sees or hears no indication of the attempted call. This service does not apply to calls from within the group. You can deactivate the feature through My Phone or the FAC.
Barge-In Exempt	Enables a user to manage Barge-in settings to include allowing/not allowing users to Barge-in on your calls, and enabling/disabling the playing of a Barge-in warning tone.
Business Continuity (CFNR)	Business Continuity/Call Forwarding Not Reachable (CFNR) allows a user to designate a phone number for all calls to route to when your main phone is not reachable due to unplugged phone, power outage, or natural disaster. Users have the option to activate and deactivate the service by dialing the feature code to activate or deactivate, or by configuring the service via My Phone. If activated, a user must specify the forwarding number. A status indicator on the My Phone desktop identifies whether this service is enabled.
Busy Lamp Monitoring	Provides the ability to monitor the phone status of users within a defined group (for example, busy, idle, do not disturb). Each monitored user appears on a button/line appearance, and the status of each monitored phone is indicated by the button LED lamp/status icon.

Call Forward Always	Enables a user to redirect all incoming calls to another phone number. Users have the option to activate and deactivate the service by dialing the activate or deactivate feature access code or configuring the service via My Phone. If activated, a user must specify the forwarding number. A status indicator on the My Phone desktop identifies whether this service is enabled. Users may also forward these calls directly to Voice Mail by using the activate or deactivate feature access code or via My Phone.
Call Forward Busy	Enables a user to redirect calls to another destination when an incoming call encounters a busy condition. Users have the option to activate and deactivate the service by dialing the activate or deactivate feature access code or configuring the service via their web interface. If activated, a user must specify the forwarding number. Users may also forward these calls directly to Voice Mail by using the activate or deactivate feature access code or via My Phone.
Call Forward No Answer	Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings. Users have the option to activate and deactivate the service by dialing the activate or deactivate feature access code or configuring the service via their web interface. If activated, a user must specify the forwarding number and the number of rings before forwarding. Users may also forward these calls directly to Voice Mail by using the activate or deactivate feature access code or via My Phone.
Call Forwarding Selective	Enables a user to define criteria that causes certain incoming calls to be redirected to another destination. If an incoming call meets user specified criteria, the call is redirected to the user specified destination. The user controls the service via the My Phone desktop web interface in My Rules, which provides the ability to set the forwarding destination address and the criteria sets for determining which calls require forwarding. A criteria set is based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined.
Call History	Call history includes information as start date, start time, calling number, called number, caller ID, caller ID information (city and state), call duration, and type of call (outgoing, incoming and missed). My Account administrators can view the call history for each number assigned to their account. Individual users can see their call history (outgoing, incoming and missed) and place calls via the click to dial feature.
Call Hold & Retrieve	Enables a user to place an existing call on hold for an extended period of time, and then retrieve the call to conversation. While the calling party is held, the user can choose to make a call to another party.
Call Logs w/ Click to Dial	Enables a user to dial a number when viewing call logs from the Call Log on a phone, My Phone web portal, or BroadTouch client.
Call Notify	Provides an email notification to a user when they receive a phone call meeting specific defined criteria.
Call Redial	Enables users to redial the last number they called by clicking the feature button on their phone or by dialing the Call Redial feature access code.
Call Return	Allows users to call the last party that called, whether or not the call was answered by entered a feature access code.

Call Transfer –Attended

Attended: Enables a user with the add-on party before transferring the caller. To initiate call transfer the user hits the “transfer” button/icon and dials the add-on party. When the call is answered, the user can with the add-on party. To transfer, the user hangs up causing the caller to be connected to the add-on party. Alternately, the user can use a flash hook to initiate the transfer. Users have the option to have a three way call instead by hitting the transfer button a second time after the add-on party answers the call.

Call Transfer – Blind

Blind: Enables a user to transfer a call to another party unannounced without conversation. To initiate a blind call transfer the user hits the “transfer” button/icon and dials the add-on party. When the destination phone rings, the user hangs up and the call directed to the other party. Alternatively, the user can use a flash hook to initiate the transfer.

Call Waiting for up to 4 Calls

Enables a user to answer a call while already engaged in another call. When a second call is received while a user is engaged in a call, the user is informed via a call waiting tone. To answer the waiting call, the user presses the flash hook or feature button on the phone. The user connects with the waiting party and holds the original party. By pressing the flash hook/feature button, the user reconnects to the original party and holds the waiting party. The feature completes when any party hangs up.

Call Waiting ID

Displays the Caller ID information of the waiting party in the Call Waiting Feature.

Dialer for Chrome™

Users can make click-to-dial calls, access contacts, and manage selected Broadsoft features directly from a Chrome browser.

Directed Call Pick-up

A Group Call Pick-Up Feature which enables a user to answer a call directed to another phone in their group by dialing the respective feature access code followed by the extension of the ringing phone.

Directed Call Pick-up with Barge-in

This version of the Directed Call Pick-Up service enables the user to barge-in on the call if already answered, thereby creating a three-way call. Administrators can configure whether or not a warning tone is played when a barge-in occurs.

Do Not Disturb

Allows users to set their station as unavailable so that incoming calls are given a busy treatment. Users have the option to activate and deactivate the service by dialing a feature access code (activate or deactivate), configuring the service via their web interface, desktop or mobile client. A status indicator on the My Phone desktop identifies whether this service is enabled.

Enterprise Phone Directory

The Enterprise Directory in My Phone – My Numbers allows Users to access Contacts and Contact Groups within their organization. The Enterprise Directory is comprised of the Users and Groups that have been provisioned in Broadsoft by their Site Administrator. Users have the ability to search Contacts / Groups by Name or Number and to initiate phone calls directly from the portal via Click-to-Call functionality.

Extension Dialing- Variable Length

Enables users to dial only the extension number to call other members of their business group, without requiring the called parties full 7 or 10 digit number to be dialed. Variable Length Extension Dialing allows a group administrator to configure extension dialing within the group to be a fixed length that is between two and six digits.

Feature Access Codes

Feature Access Codes are codes that can be entered through the phone keypad to control the configuration of certain features. To use a Feature Access Code, off-hook the phone and enter the appropriate Feature Access Code. For features that require additional input, follow the audible prompts to input the required additional information. The code list is provided in the Quick Reference Guide.

Hoteling	Enables a user's phone profile of phone number, features, and calling plan to be temporarily loaded onto a shared (host) phone. It is comprised of two features: Hoteling Host (Multi-user Phone) and Hoteling Guest (Transportable Profile) that work together to allow the customer to designate specific phones (hosts) that users (guests) can temporarily log into and use as their own phone. When a guest logs into a host phone, their user profile is automatically transferred to the device. The host device then becomes the user's primary device while they are logged into it.
Inbound Caller ID (Name & Number)	Provides the calling name and number provided by the caller's service to the user's equipment which can be displayed if equipped.
Inbound Fax to email	Provides users the ability to receive, store, review, and manage fax messages. Users are notified of new fax messages in the same way that they are notified of new voice messages. Incoming fax messages can automatically forwarded to a user specified email address.
Main Number outbound Caller ID	All outgoing calls from user stations will reflect the Main Office Caller ID Number rather than the individual station number (Except in cases where a station has 2-way DIDs).
Mobility	A solution that allows users to unite their desktop phone with their mobile phone under one single business identity by extending the Broadsoft features transparently to a user's mobile phone. Calls made from the mobile phone uses the Broadsoft identity that makes it appear the user is calling from their business phone and not their mobile phone. Configuration of call settings can be made from either the mobile clients or My Phone. The mobile phone is loaded with the BTBG mobile app (Android or iOS) which provides Broadsoft features: • Ringing of either Desk or mobile phone or both • Optionally requiring answer confirmation • Single business appearance • VoIP calling over data network • Call-through Service using native dialer • Fixed Mobile Transfer - allows customers to transfer calls in progress between their landline or wireless phone and their Broadsoft desktop phone
N-Way Calling (6)	Allows users to add up to 5 other parties to a call. When on a call, the user presses the conference button on the phone and dials the number of the add-on party. When the called party answers, the user hits the conference button to add the add-on party. The user can repeat this sequence up to 5 times enabling a call with 6 parties.
Office Anywhere	Office Anywhere is a "Fixed Mobile Convergence" feature that provides the following functionality directly or via the Office Anywhere Portal: • Simultaneous Ring - allows customers to receive calls to the Broadsoft desktop phone on any landline or wireless phones when a call is received on their Broadsoft desktop phone.

	Unified Outbound Caller ID - allows customers to place calls from any landline or wireless phone using the outbound Caller ID of their Broadsoft desktop phone LD and International Deflection - allows customers to place long distance and international calls from any landline or wireless phone and have the charges applied to their Broadsoft bill instead of the landline or wireless phone Fixed Mobile Transfer - allows customers to transfer calls in progress between their landline or wireless phone and their Broadsoft desktop phone
Outbound Caller ID Blocking	Enables a user to block delivery of his/her identity to the called party. The feature can be enabled for a single call or for all calls. The user controls the service via a web interface or through feature access codes. If activated, all calls made by the user have the user's identity blocked. If this service is activated, users can still choose to allow the delivery of their Calling Line ID on a specific call by entering the respective feature access code for Calling Line ID Delivery per Call. Once the call is over, Calling Line ID Blocking is restored
Personal Phone Directory	The Personal Directory in My Phone - My Numbers allows Users to create and manage personal contacts in their web portal. Users have the ability to search personal contacts by Name or Number and to initiate phone calls directly from the portal via Click-to-Call functionality.
Priority Alert	Allows a user's phone to ring with a different cadence based on pre-defined criteria. This feature can be used as a way to quickly notify the user that a specific number is calling or when a call is from inside your group or outside your group.
Privacy	Allows users to exclude themselves from the group and directory listings visible to other users.
Push-to-Talk	Enables user to user intercom service across an enterprise. When a user dials the respective feature access code followed by the called party's extension, the system requests that the called station answer automatically. Users and administrators can define accept and reject lists, which can include wildcards.
Remote Office	Remote Office enables telecommuters and mobile workers to use all of their features while working remotely. Since calls are still originated from Broadsoft, the service provides an easy mechanism for separating personal and business phone expenses, as well as keeping alternate phone numbers private.
Selective Call Acceptance	Enables a user to define criteria that causes certain incoming calls to be allowed. If an incoming call meets user specified criteria, the call is allowed to complete to the user. All other calls are blocked and the caller is informed that the user does not wish to receive the call. The user controls the service via a web interface My Phone, which provides the ability to establish the criteria sets for determining which calls are allowed to complete. A criteria set is based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined.

Selective Call Rejection	Enables an End User subscriber to define criteria that cause certain incoming calls to be blocked. If an incoming call meets End User City of Lighthouse Point subscriber specified criteria, the call is blocked and the caller is informed that the End User subscriber is not accepting calls. The End User subscriber controls the service via a web interface, which provides the ability to establish the criteria sets for determining which calls require blocking. A criteria set is based on incoming calling line identity, time of day, and day of week. Multiple criteria sets can be defined.
Sequential Ring	Enables users to define a "find-me" list of phone numbers that are alerted sequentially for incoming calls that match specified criteria. While the service searches for the user, the calling party is provided with a greeting followed by periodic comfort announcements. The caller can also interrupt the search to leave a message by pressing a DTMF key.
Series Completion	A Hosted POTS line feature. Every site turned up with at least two Hosted POTS lines includes Series completion at no additional charge, providing all the benefits of the traditional POTS provider hunt group, with enhanced control and significantly less cost.
Shared Call Appearance	Allows for incoming calls to ring on up to 35 additional Site phones simultaneously for a Premium Station, and 5 additional Site phones for a Standard Station, connecting the first phone to be answered. If one of the phones is already hosting an active call under the line ID, incoming calls are delivered to the active phone and any outgoing calls from another phone using the same line ID are blocked. Shared Call Appearance is used to associate a user's Mobile or Desktop client with their main number.
Simultaneous Ring	Enables users to have multiple phones ring simultaneously when any calls are received on their Broadsoft phone number. The first phone to be answered is connected. For example, calls to a user's desk phone could also ring the user's mobile phone, in case the user is not at his/her desk. An optional setting for this feature is Answer Confirmation that requires the user answering the call to hit a digit on their phone before the call is completed. This call is not picked up by a voice messaging system before the call can be answered which may happen if a call is ringing to a cell phone that is turned off. With Answer Confirmation turned on and a cell phone is turned off, other phones in the simultaneous ring list will still ring and can be answered.
Speed Dial	Speed Dial functionality in the My Phone portal allows Users to program up to one hundred personal speed dial entries (00-99) that can be dialed directly from the portal or used on their desk phones. Speed Dial entries configured in the My Phone – My Number portal are automatically accessible on the User's desk phone.
T 38 Fax support	T 38 is a protocol for relaying high-speed facsimile transmissions over IP. ATAs supporting T 38 are validated and tested. Analog faxes can be connected to an ATA line associated with a Broadsoft station.

Three-Way Calling	Enables a subscriber to make a three-way call with two parties, in which all parties can communicate with each other. To initiate a three-way call while engaged in a regular two-party call, the subscriber presses the conference button or flash hook and dials the third party. After the third party answers, the subscriber presses the flash hook and forms a three-way call with the two parties. To drop the third party, the subscriber presses the flash hook and is reconnected with the original party in a regular two-party call. If the subscriber hangs up, all parties are released.
Unified Messaging	Allows users to access their voicemails via multiple options beyond direct phone access. Voicemail notifications can be retrieved via City of Lighthouse Point Voicemail on the My Phone dashboard, or via email with WAV file copies sent to any email address. Additionally, if you just want a notification of a voicemail, notifications can be sent to your cell phone via text or email. This allows users to be mobile and also have real time access to their voicemails like they were in the office. Unified Messaging also City of Lighthouse Point the ability to the uploading of voice greetings and setting call.
User Web Portals	Web tools for Site self-administration and the User Dashboard allow easy setup and manipulation of features City of Lighthouse Point Automated Attendant, Hunt Groups, Call Rules, Call History Reporting, Selective Call Forwarding, and Voice Messaging.
Video (Point to Point)	This Optional feature Video Calling is Support between video enabled phones and clients on the same Cisco Broadsoft system. This includes the UC One Desktop and Mobile clients, as well as Cisco 8845, 8851 and 8865 Phones equipped with camera or Polycom VVX 500 and VVX 600 phones using the optional VVX USB camera. The camera is plug-and-play for users with Polycom VVX 500 or 600 phones.
City of Lighthouse Point Voicemail	Allows a user to retrieve and listen to their voicemails and inbound fax messages (if inbound fax configured for that user) via the My Phone dashboard.
Voice Mail	Provides a recorded announcement message and the ability for a caller to record a voice message for the called party. The announcement message can be a personal message recorded by the voice mail owner or a default system message.
Account / Site Admin Web Portal	Web tools for Site self-administration and the User Dashboard allow easy setup and manipulation of features of Automated Attendant, Hunt Groups, Call Rules, Call History Reporting, Selective Call Forwarding, and Voice Messaging.
Auto Attendant	Automated call answering and routing to the desired party or station. A recorded greeting is played to the caller after which the call is transferred to other stations or services. The Site Administrator uses a powerful web based tool to define how calls are to be transferred. Functions include: • Allow/Disallow Direct Extension Dialing – Provides ability for callers to dial a known extension at any time to connect with the user, without requiring additional prompts • Enterprise Wide or Site Specific Dialing Options – Refines the list of available users and extensions to include with the Internal dialing options

- **Schedule** – Defines Days/Hours for normal business operations, as well as holidays. The City of Lighthouse Point supporting distinct greeting messages and routing actions for Business Hours vs. After Hours can be set anytime.

Call Center	A carrier-class communications management product for Call Center agents and City of Lighthouse Point supervisors. It is fully integrated with the Broadsoft Riello interface and hosted telephony services. Feature capabilities include: - ACD with Multiple Distribution Policies - Scheduling & Alternate Routing Policies - Queueing Policies by Call & Agent State (Bounced, Stranded, etc.) - DNS-Based Customization (up to 53 numbers) - Virtual Call Center - o Queueing - o Multi-location Agents - Scheduled Reporting - Customizable Announcements - Rapid Call Center Configuration from Admin Portal - Agent Tools - o Software Client - o Whisper Message - o Disposition Codes - o One-Click Escalation - o Software Client - o Silent Monitoring with Barge In - o Real-time Agent and Queue Reporting - o Queued Call Management Notes: - The main number for a call center must be a two-way number. - Agents must have either the Premium User or Hosted PRI User service pack. - Supervisors must have either the Premium User or Hosted PRI User service pack.
Call Park and Call Retrieve	"Parks" a call using the Call Park Feature Access Code. Once a call is parked, it can be "Retrieved" at the same or another phone by using the Call Retrieve Feature Access Code.
Call Recording^[1]	Provides fully hosted solution to record, store, organize, and access recordings of customer calls. The service can be used to cost-effectively address regulatory compliance obligations, monitor quality control, training, or dispute resolution. Users are assigned a call recording license, and administrators manage recordings through the My Account Portal.
Call Queue	Designated stations logically grouped together to take incoming calls. Calls are placed into a call queue until one of the designated stations becomes available.

A set of stations can be logically grouped together so that incoming calls ring all phones simultaneously, or ring in sequence until answered. This Site Administrator is able to edit the group in real-time to respond to changing needs or workload. Reporting is also available which enables administrators to effectively manage the queue.

The following call queuing functionality is included:

- Call queue with configurable call volume
- Custom entrance message upload option
- Custom comfort message upload option
- Configurable comfort message repeat timer
- Custom music on hold upload option
- Reporting
 - o Call Queue Stats (Overall Queue metrics)
 - \$ Number of Agents Staffed (avg.)
 - \$ Number of Agents Talking (avg.)
 - \$ Wait Time
 - \$ Calls Answered
 - \$ Calls Abandoned
 - \$ Calls Abandoned (avg. in sec)
 - \$ Calls Timed Out
 - \$ Calls Transferred
 - \$ Busy Overflows
 - o Agent Stats (Agent specific metrics)
 - \$ Number of Calls Handled
 - \$ Average Call Time
 - \$ Number of Calls Unanswered
 - \$ Total Talk Time
 - \$ Total Staffed Time

Call Queues must be purchased individually. Multiple individual packages can be assigned to the same site if required.

Notes:

- 2-way Number
- Each individual hunt group uses one 2-way number and City of Lighthouse Point supports internal 4 digit extension dialing
- Extension numbers 0911,1911,0311,1311 are not allowed
- Need to City of Lighthouse Point HG CLID functionality as implemented for Hunt Group
- Call Queue Agents must be purchased and assigned to Queue
- Call Queue Agents may be assigned to multiple call queues

Only Site users can be assigned to Call Queues

Calling Plan Management	Broadsoft provides an interface to manage the customer inbound and outbound calling plans for each site and specific user/phone numbers. Outbound Calling Plans regulate behaviour for calls placed to various destination types.
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	Internal (intra-company) Local Long Distance Toll Free International Operator Assistance Chargeable Directory Assistance Rules for calls originating or forwarded/transferred from a site or number are as follows: Allow: Calls may be placed to destination type. Allow with Authorization Code: User must enter a predefined code to place the call to destination type. Block: Calls are blocked to the destination type. Transfer to a Number: Calls attempted to the destination type are transferred to a specified number. Inbound call control plans control call flows originating from internal sources as well as calls forwarded/transferred from external sources. Rule options for inbound calls are as follows: Allow or Block inbound calls originating internally. Allow or Block all inbound calls from external sources. Allow transferred external calls only.
CRM Connect	CRM Connect is a desktop application that integrates leading CRM applications into the service. CRM Connect works in conjunction with a user's phone and CRM software to provide a productivity enhancing integrated service.
External Calling Line ID Delivery	This feature allows City of Lighthouse Point subscribers to be able to view the caller ID information of users from an external site/enterprise.
Group Call Park / Pickup	Allows for the management of Call Park/Pickup groups. Members can park calls against other available members of the Call Park group by dialling the feature access code. When initiated, the call is parked against the first available member of the group. The parked call remains on hold until it is picked up (recalled) by a member of the group. Members of a Group Call Pickup can pick up (answer) incoming calls to any other member of the same Call Pickup group.
Hunt Group	A Hunt Group is a set of stations can be logically grouped together so that incoming calls ring all phones simultaneously, or ring in sequence until answered. The Site Administrator is able to edit the group in real-time to respond to changing needs or workload. The number of hunt group needed is specified at the time of order.
Group Paging	A site level feature that allows a user to initiate a unidirectional page to a predefined set of users by dialing an assigned phone number or extension. The set of users allowed to initiate a page must also be predefined. The maximum number of targets is 75 users. Users in a Page Group can be assigned across an Enterprise.

Intercept (Group and User)	The Intercept feature set provides Broadsoft Service Provider (SP) administrators with call intercept capability using call routing and announcement options. This service can be leveraged for service suspension needs, as well as in-City Proof of CALFA requirements. The service can be assigned to an individual user's phone number (for example, when they have left the company) or it can be assigned to all the members of the group. End customers and their users will not see these features.
Internal Calling Line ID Delivery	This feature allows subscribers to be able to view the caller ID information of another user within the same site/enterprise.
Meet Me Conferencing	An integrated feature allowing multiple callers to join in a single call that enables meetings among diversely located invitees at any time. Features include: - City of Lighthouse Point for both direct dial-in and toll free numbers - Multiple conference bridges per Site - Only Site Users can be assigned as moderator users - System generated moderator PINs and conference ID (participant PINs) delivered via email - Site administration Controls through My Site - Moderator Control via My Phone dashboard - Moderator In Call Controls via DTMF
Music on Hold	Pre-recorded music or announcements are played to callers when placed on hold. A default music program is provided for a site. If custom programming is desired for a site, an audio file in .wav format meeting specifications can be uploaded for each site manually.
Office Anywhere	The Office Anywhere is a feature that handles incoming calls from Office Anywhere locations and prompts for the destination address. The Office Anywhere feature works in conjunction with the user service Office Anywhere.
Receptionist Client	The Receptionist is a thin client Telephony Attendant Console specifically developed for hosted environments. It is used by "front-of-house" receptionists or telephone attendants who screen inbound calls for enterprises. Receptionist provides the following functionality: - Web-based interface, accessible from a web browser - Ergonomic design that follows the natural work "flow" of a call from the left to the right of the screen - Professional call handling; critical information is available "real time" - Accurate delivery of messages through a one-step process when people are unavailable
VLAN Tagging support	VLANs provide a mean to separate traffic within the customer LAN, allowing them to apply distinct logical networking policies. VLAN's must be configured on the customers LAN in advance of turning up any phones, and the tag for the phones must be defined in advance.
Voice Portal	The voice portal provides an interactive voice response (IVR) application that can be called by members of the group from any phone, to manage their services and voice mailbox, or to change their passcode.

FEATURES	STATION OPTIONS		
	Premium Station	Standard Station	Basic Station
UC-One Collaboration Bundle	Y		
UC-One APP Bundle		Y	
Alternate Numbers w/ Distinctive Ring	Y	Y	Y
Analog Hotline	Y	Y	Y
Anonymous Call Rejection	Y	Y	Y
Barge-In Exempt	Y	Y	
Business Continuity (CFNR)	Y	Y	Y
Busy Lamp Monitoring	Y	Y	
Call Forwarding Always	Y	Y	Y
Call Forwarding Busy	Y	Y	Y
Call Forwarding No Answer	Y	Y	Y
Call Forwarding Selective	Y	Y	Y
Call History	Y	Y	Y
Call Hold & Retrive	Y	Y	Y
Call Logs w/ Click to Dial	Y	Y	Y
Call Notify	Y	Y	Y
Call Queue Agent	Y	Y	Y
Call Redial	Y	Y	Y
Call Return	Y	Y	Y
Call Transfer (Attended & Blind)	Y	Y	Y
Call Waiting for up to 4 Calls	Y	Y	Y
Call Waiting ID	Y	Y	Y
Dialer for Chrome™	Y	Y	Y
Directed Call Pickup	Y	Y	Y
Directed Call Pickup with Barge In	Y	Y	
Do Not Disturb	Y	Y	Y
Enterprise Phone Directory	Y	Y	Y
Executive / Executive Assistant	Y	Y	
Extension Dialing, Variable Length	Y	Y	Y
Feature Access Codes	Y	Y	Y
Hoteling (Host)	Y		
Hoteling (Guest)	Y	Y	
Inbound Caller ID (Name)	Y	Y	Y
Inbound Caller ID (Name & Number)	Y	Y	Y
Inbound Fax to email	Y	Y	Y
Mobility	Y	Y	
Multiple Line Appearance	Y	Y	Y
N-Way Calling (6)	Y	Y	Y
Office Anywhere	Y	Y	
Outbound Caller ID Blocking	Y	Y	Y
Personal Phone Directory	Y	Y	Y
Pre-alert Announcement ²	Y ²	Y ²	
Priority Alert	Y	Y	
Privacy	Y	Y	Y

Push-to-talk	Y	Y	
Remote Office	Y	Y	
Selective Call Acceptance	Y	Y	Y
Selective Call Rejection	Y	Y	Y
Sequential Ring	Y	Y	Y
Series Completion			
Shared Call Appearance	Y (35)	Y (5)	
Simultaneous Ring	Y	Y	Y
Speed Dial 100	Y	Y	Y
Squared Key System Presentation			
T.38 Fax City of Lighthouse Pointport	Y	Y	Y
Three-Way Calling	Y	Y	Y
Unified Messaging	Y	Y	Y
User Web Portal	Y	Y	Y
Video (Point to Point)	Y	Y	Y
Virtual Voicemail	Y	Y	Y
Voice Mail	Y	Y	Y

Additional Cisco BroadSoft Business Information

PSTN (Local and Long-Distance Services)

All three Cisco Broadsoft station types include unlimited local and domestic long distance (includes Canada and Mexico). International rates change frequently, and will be provided to the City of Lighthouse Point upon project commencement.

Billing

*IPfone Business provides all billing services which include all non-recurring, monthly recurring, and usage charges for service activation, equipment, service, subscription, and usage for each of the City of Lighthouse Point locations within the City wide campus **SEPARATE BILLING PROVIDED AS DEFINED BY THE CITY IS INCLUDED.***

Telephone Numbers & Ongoing DID Number Management

The Cisco Broadsoft Business IPfone Services team will work directly with _____ to port the legacy DID telephone numbers from the losing carrier to the Broadsoft platform. Post-migration, _____ site administrators can see a list of their telephone numbers and their respective assignments via the My Account / My Site portal.

Support Endpoints

Cisco Broadsoft supports a wide variety of SIP phones, from a variety of manufacturers. The following is a just partial list of Support devices:

Polycom VVX series: 101, 201, 301, 311, 401, 411, 501, 601, 1500, Trio Conference phone

Yealink IP Phones: SIP-T40P, SIP-T41P, SIP-T46G, SIPT48G, W52P DECT, W56P DECT,

Cisco: SPA502G, 504G, 508G, 509G, 7821, 7841, 8861 8841 8811 8845 8851 8865

Mitel: 6863i, 6865i, 6867i, 6869i

FAX and Analog Devices

Most fax machines and analog devices work on Cisco Broadsoft. An analog adapter is required to convert the standard TDM telephone signals to VOIP. T.38 is a protocol for relaying high-speed facsimile transmissions over IP networks, and is Supporting Cisco Broadsoft. Our comprehensive solution includes our recommended adaptors for each building within the City of Lighthouse Point campus. These devices have all been certified as "inter-operable" with Cisco Broadsoft.

TAB: 7 PRICING & CONFIGURATION PROPOSAL & 5 AND 7 COST ANALYSIS

IPfone Service Order listed below in this section For the City of Lighthouse Point lists all Hardware & Software & Services descriptions along w/ unit pricing

Our Service Order attached in this section lists out all hardware software Lic, Qty's and Services along with terms .

IMPORTANT COMMENTS NOTES & ASSUMPTIONS are also listed below

1. Unlimited USA and Canada Calling Included (Local, Toll, Long Distance and Inbound DID) - No Monthly Usage Charges
2. IPfone comes with a standard 6 Month Satisfaction Guarantee- As an added Incentive, IPfone is extending this Satisfaction Guarantee to 1 year if awarded the contract.
3. The unit pricing for all Cisco IP 8841 Gigabit Telephones / Expansion Modules includes a (5) Year Warranty
4. This proposal includes a Firewall / Managed router for City of Lighthouse Point locations.
5. IPfone Pricing Includes complete onsite Installation Training of all users, Train the Trainer personnel , and All Required System Administrators
6. Pricing does not include Racks, and PoE switches and is the responsibility of the City and has been confirmed by IPfone Site Survey of all Bldgs on 1/29/19.
7. All Cabling must be Cat 5 E or greater and is the responsibility no cabling or patch panels have been included but can be provided upon request and is the responsibility of the City of Lighthouse Point. This has been confirmed form the IPfone Site survey of all Bldgs conducted on 1/29/19
8. All Broadband or PSTN connectivity from Carriers is to be provided by the City of Lighthouse Point unless requested by the City that IPfone to provides a quote with pricing and availability for other services.

Installations Notes & Assumptions:

1. IPfone to perform work based on 8 to 5 and Daily access to customer Building facilities
2. IPfone Project is based on reuse of existing Cable of Cat 5 or higher
3. IPfone Project implementation is based on customer provided PoE Switches, Rack & Rack space Routers
4. C ustomer to provide site contact for site locations if needed, and one primary for overall project coordination
5. Customer to provide necessary QoS to support overall solution
6. All Gov't Pricing Credits and discounts Applied are Valid for 180 days for date of submittal
7. Ipfone is Responsible for maintaining a clean workspace & will remove all debris at the end of each work day
8. Customer Request for addl. Labor expended after 5 PM work day during the installation will be billed as an uplift of \$105.00 per Hour or for Technical Support
9. IPfone to provide all necessary H/S, Labor, and Miscellaneous Materials as Listed in this Response
10. Delivery and complete Installation schedule should not exceed a maxium of 30 days from date of Contract execution

Optional Items for consideration

1. Mobile- Link Mobility per user \$ 1.50 Each
2. Voice Recording User Lic Web Based service access to all recorded calls allows administrators & or all 75 users to record and call for Training and monitoring can be provided as an Uplift or only for only certian Individual user if needed.

Service Proposal

Date	Sales Agent	Quote Number	Service Term
02/12/2019	3001 Ross Debernardis	00031133	5 Years

Customer Information	
Account	City of Lighthouse Point
Name	Jennifer Oh
Street Address	2200 NE 38 Street
City, State, Zip	Lighthouse Point, FL, 33064
Phone	954-943-6500

Service Location	
Name	City of Lighthouse Point Default Location
Street Address	2200 NE 38 Street
City, State, Zip	Lighthouse Point, FL, 33064
NPA/ NXX	954 / 943
Phone	954-943-6500

Monthly Services - Description	Category	QTY	Unit Price	Monthly	One Time
Location Package Includes Multi-tier Autoattendant, Call Park- Pickup, Hunt Groups, Music on hold, Call Reporting, Voice Portal, Calling plans, Account- authorization codes and lot more. One LP is required for each customer site location that is configured on the IPFon	Cloud PBX A la Carte	1	\$ 25.00	\$ 25.00	\$ 0.000
CloudFax Unlimited 48 State Domestic Fax Solution. No fax machine needed. Inbound and Outbound Faxes deliver to inbox or online portal. Outbound faxes can be sent by email or thru online portal	Cloud PBX A la Carte	2	\$ 12.00	\$ 24.00	\$ 0.000
Analytics 1000 per Extension Live Call Reporting and Dashboards reports for all Users, monitor a wide range of statistics on average call time, how many calls per user and how long customers are waiting on your lines, generate reports to track how these statistics change over t	Cloud PBX A la Carte	75	\$ 1.00	\$ 75.00	\$ 0.000
Analytics 1000 per Supervisor Supervisor Access to Live Call Reporting and Dashboards access	Cloud PBX A la Carte	1	\$ 7.00	\$ 7.00	\$ 0.000
Cisco Cloud Standard User - Unlimited USA Standard Features + Voicemail + Unlimited US and Canada calling	Cloud PBX	75	\$ 8.00	\$ 600.00	\$ 0.000
Managed Service Ethernet Pack6 Managed voice gateway to ensure call quality QoS, Latency, Jitter, Reports Trouble shooting and allows for remote access and Auto Fail over of Carriers	Managed Services	1	\$ 25.00	\$ 25.00	\$ 0.000
Bundle Special Add Fiber Internet to your Business and Save More! Ask your Representative for more Information	Others	1	\$ 0.000	\$ 0.000	\$ 0.000
Total				\$ 756.00	\$ 0.000

Hardware - Description	Category	QTY	Unit Price	Monthly	One Time
Rental Program - Cisco 8841 IP Phone 60 Months .agreement required	Hardware Rental	75	\$ 3.00	\$ 225.00	\$ 0.000
Rental Program - Cisco SPA232D Gateway Rent to own. 60 Months agreement required After term, the customer owns the hardware	Hardware Rental	1	\$ 3.00	\$ 3.00	\$ 0.000
Professional Installation and Training Onsite Installation of solution, Design, End User Training, and System Administration Training via Cisco Broadsoft Dedicated City of Lighthouse Point System Admin Portal	Installation and Training	1	\$ 0.000	\$ 0.000	\$ 0.000
Total				\$ 228.00	\$ 0.000

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Addendum to
~~Master Service~~
Agreement

This sets forth the terms of the Service Agreement ("Agreement") made this February 12, 2019, (the "Effective Date") by and between Interactive Service Network, Inc. ("IPhone") and City of Lighthouse Point, a US Corporation. The term of this Agreement is for 60 months ("Term"). All services provided subject to the terms and conditions below and on the attached service order.

Voice over IP Agreement dated April 23, 2019

Company Name City of Lighthouse Point			
Contact Name Jennifer Oh		Contact Phone # 954-943-6500	
Service Address 2200 NE 38 Street	City Lighthouse Point	State FL	Zip Code 33064

Addendum

Addendum

be the same as the Agreement

By signing this Agreement, the Customer hereby authorizes IPHONE to provide the Services listed herein and on any/all attachments. The Agreement shall be effective on the Effective Date; the Term of the Agreement shall commence upon the later of (i) installation of the Initial Service or (ii) the Effective Date. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Term, Customer shall pay IPHONE all sums then due and unpaid. Customer shall also be liable for an early termination charge equal to 100% of the last three months average billing multiplied by the number of months remaining under the term of the Agreement. In the event customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a minimum monthly commitment of at least 50% of the total monthly recurring charges not considering any rental charges. Upon expiration of the Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current Term. In addition to the rates for the Services (s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services. All bills are due and payable upon receipt, but in no case later than thirty (30) days after the invoice date. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill, Customer also shall pay IPHONE a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law) or \$5.00, whatever is greater. Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer. IPHONE reserves the right, at its sole discretion, to suspend or terminate the Services without advance notice due to Customer's (i) failure to pay any sum due hereunder, (ii) misuse of the Services, (iii) suspected fraud or other activity by Customer that adversely affects the Services, IPHONE or IPHONE's network. IPHONE reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that IPHONE's determination is final and binding on Customer. IPHONE may require an activation fee to resume a suspended account.

after providing customer seven (7) days written notice with opportunity to cure

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. IPHONE MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IPHONE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/ OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles. This Agreement is subject to and controlled by IPHONE's federal and state tariffs as applicable, and/ or by IPHONE's standard terms and conditions of service and the service specific terms and conditions as located at [http:// www.iphone.com](http://www.iphone.com) as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

In the event of a conflict between the Addendum and Agreement, the Agreement shall prevail.

Accepted By Customer	Authorized by IPFone
Signature: <u>John D. Lavis</u>	Signature: _____
Print Name: <u>John D. Lavis</u>	Print Name: _____
Title: <u>City Administrator</u>	Title: _____
Date: <u>4/24/19</u>	Date: _____

In the Voice over IP Phone Agreement dated April 23, 2019

iphone

Term: 60 Months

Monthly: \$ 984.00

One Time: \$ 0.000

Additional Comments

General Terms and Conditions:

Pricing is valid for 30 days, unless otherwise stated. All quotes are subject to and incorporated by reference the terms and conditions of the Master Services Agreement & Finance agreement. Charges quoted above exclude all applicable fees and taxes. Proposal is subject to credit review. Shipping charges apply to all phones and equipment delivery. Additional charges apply for all local, long distance and 8YY features, network access charge, CPE maintenance and directory listings. Rental program: Phones and any hardware must be returned if the service is cancelled. Ancillary services/ hardware may be required for overhead speakers integration, door openers, analog lines, fax services, or various other services may impact monthly charges and can be added at any time.

the extent included in
proposal to customer

may

Customer Initials:

gdy

iphone



Service Proposal for:
City of Lighthouse Point
Jennifer Oh

Prepared by:
Ross Debernardis
Business Specialist
904-315-9295
rdebernardis@iphone.com

www.iphone.com

IPfone Cost Proposal 5 year Cost Analysis					
Year	Description of Fees	Start Up and onetime Fees	Monthly Cost	Annual Costs	Total Cost
1	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
2	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
3	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
4	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
5	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
5 YEAR Total Cost for a full turn managed services Hosted Solution, that includes Installation, Training and design along with on going support and warranty Mainteance					\$59,040.00
IPfone Cost Proposal 7 year Cost Analysis					
Year	Description of Fees	Start Up and onetime Fees	Monthly Cost	Annual Costs	Total Cost
1	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
2	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
3	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
4	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
5	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$984.00	\$11,808.00	\$11,808.00
6	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$759.00	\$9,108.00	\$9,108.00
7	All Licenses and Hardware configuration as Listed in IPfone Service Order	No Charge	\$759.00	\$9,108.00	\$9,108.00
7 YEAR Total Cost for a full turn managed services Hosted Solution, that includes Installation, Training and design along with on going support and warranty Mainteance					\$77,256.00

**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2019 – 2262

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, APPROVING AN AGREEMENT WITH INTERACTIVE SERVICES NETWORK, INC. d/b/a IPHONE FOR A VOICE OVER IP PHONE SYSTEM, RFP NO. 2019-002; AUTHORIZING THE EXPENDITURE OF FUNDS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 13, 2019 the bid was advertised with DemandStar and the Sun Sentinel, Request for Proposal (RFP) No. 2019-002, for a Voice over IP Phone System for City facilities, and twelve (12) bids were received in response; and,

WHEREAS, it was determined that the bid received from Interactive Services Network, Inc. d/b/a IPfone was the most responsible and responsive bidder; and,

WHEREAS, the City Commission deemed it to be in the best interest of the citizens of the City to accept the bid from Interactive Services Network, Inc. d/b/a IPfone for a Voice over IP Phone System for City departments, RFP No. 2019-002; and,

WHEREAS, the City Commission awards the bid to Interactive Services Network, Inc. d/b/a IPfone and now authorizes the proper City officials to execute the Agreement and all necessary documents; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LIGHTHOUSE POINT, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Attached hereto and made a part hereof is the Agreement with Interactive Services Network, Inc. d/b/a IPfone for a Voice over IP Phone System for City departments, RFP No. 2019-002.

Section 3. The terms and provisions of the Agreement with Interactive Services Network, Inc. d/b/a IPfone are hereby approved.

Section 4. The appropriate City officials are hereby authorized and directed to execute said Agreement and all other documents on behalf of the City of Lighthouse Point.

Section 5. The City Administrator is hereby authorized to approve time extensions and/or amendments to the Agreement.

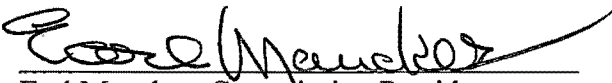
**CITY OF LIGHTHOUSE POINT
FLORIDA**

RESOLUTION NO. 2019 – 2262

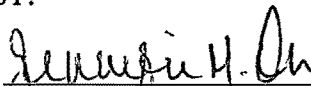
Section 6. A copy of this Resolution and a fully-executed copy of the Agreement affixed with the municipal seal will be forwarded to the appropriate officials of Interactive Services Network, Inc. d/b/a IPfone.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED this 23rd day of April, 2019.

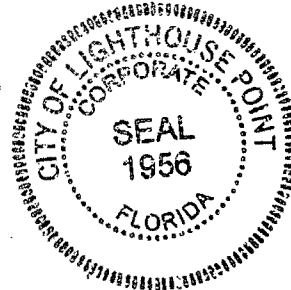
BY: 
Earl Maucker, Commission President

ATTEST:

BY: 
Jennifer M. Oh, City Clerk

APPROVED AS TO FORM:

BY: 
Office of the City Attorney



Commission President Earl Maucker
Commission Vice President Michael S. Long
Commissioner Jason D. Joffe
Commissioner Sandy Jonson
Commissioner Kyle Van Buskirk

Yes	No	Absent
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____
<u>x</u>	_____	_____

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 8, ARTICLE I, TO CREATE NEW SECTION 8.6 ENTITLED “FACE MASKS OR FACE COVERINGS DURING PANDEMIC RELATED PUBLIC HEALTH EMERGENCY THAT THREATENS LIFE, HEALTH AND SAFETY OF RESIDENTS”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka recognizes the emergency declarations of the President of the United States, the Governor of the State of Florida, and the Mayor of Miami-Dade County related to the spread of COVID-19 disease in our community; and

WHEREAS, several Executive Orders have been issued for the closure of certain businesses and the limitations on the operation of essential businesses within their respective jurisdictions; and

WHEREAS, the Commission has authority under the Governor Ron DeSantis’ Executive Order 20-52, to prevent the introduction of contagious, infectious, or pestilential diseases into the City and to establish and regulate a sufficient quarantine, not inconsistent with laws of the state, in the City and to punish any breach of quarantine law; and

WHEREAS, the City Commission finds that an emergency of unprecedented size resulting from the natural cause of community spread of a novel human coronavirus disease, COVID-19, has occurred in the City of Opa-locka; and

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and causes upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with certain chronic medical conditions; and

WHEREAS, the World Health Organization declared COVID-19 to be a global pandemic as of March 15, 2020; and

WHEREAS, the spread and effect of COVID-19 has created a humanitarian crisis of unanticipated proportions; and

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency related to the COVID-19 pandemic, restricting international travel to prevent spread of the disease; and

WHEREAS, the City of Opa-locka is threatened by COVID-19 because of the extraordinary ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the City; and

WHEREAS, although under investigation and development, no vaccine or drug is currently available to cure or combat COVID-19; and

WHEREAS, as of April 27, 2020, Florida has had 32,138 identified cases of the coronavirus, including 11,570 in Miami-Dade County, where the City of Opa-locka is located; and

WHEREAS, Florida has recorded 1,088 deaths attributed to COVID-19, with 302 of those deaths occurring in Miami-Dade County; and

WHEREAS, current discussions about COVID-19 include plans to safely return the public to jobs and regular activities; and

WHEREAS, the Centers for Disease Control (“CDC”) continues to study the spread and effects of COVID-19 and has found that a significant portion of individuals with the novel coronavirus lack symptoms and those that eventually develop symptoms can transmit the virus to others before those symptoms appear, meaning that the virus can be spread between people interacting in close proximity to each other by actions such as speaking, coughing, or sneezing, even without exhibiting symptoms; and

WHEREAS, in light of this new evidence, CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain, for example, grocery stores, pharmacies and other businesses people must visit to acquire goods and services necessary to maintain their comfort and well-being; and

WHEREAS, the City Commission recognizes that it is critical to continue to maintain maintaining 6-feet social distancing to slow the spread of the virus COVID-19, but that the additional use of simple cloth face coverings, as recommended by CDC, can further help aid in slowing the spread of the virus by helping reducing the chances of asymptomatic people who may have the virus and do not know it from transmitting the virus to others; and

WHEREAS, the use of masks or face coverings will be beneficial in returning the City of Opa-locka to a more normal level of business activity in attempting to reopen certain businesses and other activities in the City of Opa-locka, and it is in the best interest of public health for individuals to continue to use social distancing and the additional precaution of face coverings or masks while in public contact with other persons; and

WHEREAS, members of households with vulnerable individuals need to use all reasonable precautions to avoid potential exposure to COVID-19; and

WHEREAS, the City of Opa-Locka intends for masks to be worn during any declared pandemic and desires to create a new section of the city’s code of ordinances for face masks or face coverings to be worn during any pandemic related public health

emergency that threatens the life, health and safety of residents as determined by the State of Florida, Miami-Dade County or the City of Opa-Locka Commission; and

WHEREAS, the City Commission finds that it is in the best interest of the public peace, health, welfare, and safety, and to preserve the lives of citizens of the City of Opa-locka, to require that masks or face coverings, consisting of at least simple cloth face coverings, be worn by persons when interacting in public spaces in the City of Opa-locka during any declared pandemic.

NOW THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka, Florida hereby amends Chapter 8, Article I to create new Section 8.6 as set forth herein::

Section 3. FACE MASKS OR FACE COVERINGS DURING PANDEMIC RELATED PUBLIC HEALTH EMERGENCY THAT THREATENS LIFE, HEALTH AND SAFETY OF RESIDENTS

(a) DEFINITIONS:

Face covering or mask: A device to cover the nose and mouth of a person to impede the spread of saliva or other fluids during speaking, coughing, sneezing or other intentional or involuntary

action. Medical grade masks are not required; coverings may be fashioned from scarves, bandanas or other suitable fabrics. The mask must cover the mouth and nose of the wearer.

Public place: Any place other than an individual's home or personal vehicle; provided, however, that face coverings or masks should be worn when interacting with someone other than a member of the household at home or when traveling with someone who is not a member of the household.

Vulnerable individuals: Elderly individuals or individuals with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and

those whose immune system is compromised such as by chemotherapy for cancer and other conditions requiring such therapy.

(b) WHEN WORN: Face coverings or masks shall be worn at all times by persons over the age of two (2) years and who can medically tolerate doing so when in public places within the City of Opa-locka.

(c) The requirement to wear face coverings or masks shall apply to all persons, whether employees or customers or clients of businesses within the City.

(d) Exceptions:

- (1) Face coverings or masks are not required to be worn over the face during individual outdoor exercise, for example, walking or jogging, but must be worn when encountering and interacting with groups of other people in a park or other public place.
 - (2) Children less than two (2) years of age and under, as face coverings or masks may pose a risk of choking, strangulation or suffocation to infants and young toddlers. Carriers and strollers with coverings that allow the child to breathe comfortably are alternatives for infants and young toddlers are not required to wear face coverings or masks in public, unless exhibiting symptoms. Parents and guardians shall be responsible for ensuring proper masking of children over the age of two (2) years when in public but must ensure that the face covering or mask do not pose a choking hazard for children older than two (2) and can be safely worn without obstructing a child's ability to breathe. Parents and guardians shall also exercise judgment in and avoid bringing children not wearing masks into public places, especially where contact with persons with vulnerable conditions (age, certain chronic medical conditions) is expected.
 - (3) Patients in examination rooms of medical or dental offices or clinics or hospitals where there is a necessity to examine or treat the mouth or nasal area, subject to the direction of the medical or dental professionals in charge of the office, clinic or hospital.
 - (4) When wearing a face covering or masks poses a greater mental or physical health, safety or security risk, such as anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance. For purposes of this subsection, "safety risk" shall include external factors, such as, but not limited to, where wearing a face covering or mask may pose a risk to persons working on ladders or at height, wearing other respiratory protection, heavy physical exertion or operating heavy equipment or working in an environment where a face covering or mask hinders communications. However, employers are encouraged to structure work to promote social distancing and limit close contact as much as possible within in workplaces where face coverings or masks may pose such risks.
 - (5) When wearing a face covering or masks poses a greater mental or physical health, safety or security risk, such as anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the cover without assistance.
- (e) Business owners, managers and supervisors shall ensure that employees, customers, clients and/or visitors observe the requirement for face coverings or masks while at the place of business. This shall not be interpreted as requiring businesses to provide face coverings or masks to employees.
- (f) Reusable face coverings or masks must be kept clean and sanitary, including regular washing at least daily.

(g) This ordinance shall remain in effect, subject to modification passed by the City Commission for evolving information on preventing the spread of any pandemic as direction is given by federal, state or local officials.

Section 4. To the extent that this Ordinance is in conflict with other Ordinance of the City, this Ordinance shall supersede the others until this Ordinance is amended or repealed.

Section 5. Failure to comply with this ordinance is punishable by a civil fine of up to Two Hundred and Fifty (\$250.00) to be collected as follows:

All violations of this section charged by the police department shall be referred to the City's Special Master for adjudication, in accordance with the City's rules therein. Any person found by the Special Master to have committed a violation of this section shall be punished by a fine of not more than Two Hundred Fifty Dollars (\$250.00). Where a minor is found to have violated this section, the fine imposed by this section shall be assessed against such minor's parents or legal guardian.

As an alternative to, or in addition to, the fine set forth herein, the Special Master may, in his/her discretion, order the defendant to perform monitored community service, not to exceed twenty-five (25) hours for any single violation.

Section 6. If any subsection, sentence, clause, phrase, or word of this Ordinance or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions or applications of this ordinance.

Section 7. Be it ordained by the city commission of the City of Opa-locka, Florida that "facial coverings" or "masks" shall be required in public places within the city to slow the spread of COVID-19, and any other emergency declared pandemic by the state of Florida, Miami-Dade County or the City of Opa-locka as follows.

Section 8. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:
Seconded by:
Commissioner Vote:
Commissioner Bass:
Commissioner Burke:
Commissioner Kelley:
Vice Mayor Davis:
Mayor Pigatt:

Financial Analysis Face Cover Ordinance

Developing a financial analysis of the impact of enforcing an ordinance requiring the wearing of face covering whenever in a public space except when individually exercising is challenging since it's difficult to define either the amount of additional resource that might be required or the duration.

I've discussed this with Chief Dobson and we've developed some thoughts, although no precise figures.

1. It is unclear how much enforcement will be required, if any, to enforce this amendment.
2. Code Enforcement shouldn't be assigned any of this responsibility since the City needs their services focused on other issues.
3. The Police department is currently performing these duties. Among other things, over the past weekend they shut down a couple of businesses where face covering was missing.
4. If a determination is made that additional enforcement presence is need, Chief Dobson believes he could add a layer of presence through further additional overtime. This would cost roughly in the range of \$45 to \$50 per hour.
5. If alternate resources were required, the Chief's recommendation is that the equivalent of service aides could be used, costing in the range of \$30,000 per year. However, issues such as terms of employment, reporting relationships and vehicle availability, among other issues, would have to be worked out.

The recommendation is to not add any resources at the outset and to monitor compliance and the potential need for additional enforcement presence. If the decision is made that additional enforcement presence is appropriate, additional Police overtime would be the first option. After evaluation of the effectiveness of this approach, if determined that even additional Police overtime wasn't achieving the desired results, a cost-benefit analysis would be made as to what further action should be taken. It is not believed necessary to do this at this time since the impact and the need for enforcement is speculative for the moment.