MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY’S OFFICE

DATE: March 21, 2011

RE: Approval of Agreement with Tele-Works, Inc. for a New Interactive Voice Response (IVR) System for the Building Inspection Division

Attached hereto for your consideration is the proposed agreement with Tele-Works, Inc. for a new Interactive Voice Response (IVR) System for the City’s Building Inspection Division.

The City of Lakeland’s Building Inspection IVR has been de-supported for several years as the company that provided the software is no longer in business. This type of automated system receives phone calls from contractors, private providers and homeowners who can access the IVR 24/7, 365 days a year to schedule, check the status of and cancel inspections. This is also the backup system for the City’s Building Inspectors when the wireless network is down. The City’s current system receives approximately 85 calls per day for an average of 1800 minutes monthly.

If the current system fails, the Building Inspection staff would spend approximately 3 hours a day retrieving inspections off an inspection line and manually entering and posting them into the City’s permitting system. This was an acceptable level of risk when Building Inspection was fully staffed, particularly when construction activity began to slow. However, now operating with a 1/3 reduction in staffing level and an indication within the past year that the volume of building activity is on a slight increase, there is a need to replace the City’s current software program with one that provides this essential service to our customers in a more efficient and dependable manner.

After considerable coordination with Department of Information Technology (DOIT), a Request for Proposal (RFP) was issued seeking a hosted solution due to limited capital budget and the desire to be able to quickly respond to business changes in the future. After a thorough review of all RFP responses, Tele-Works, Inc. was selected to provide a new hosted IVR system to replace the outdated and unsupported system the City currently uses. The cost of this Agreement is $39,500, in addition to an annual subscription fee of $13,000, for a total first year cost of $52,500. The annual fee includes both technical support and all future upgrades to this system. The annual renewal thereafter will be $13,000.

It is recommended that the appropriate City officials be authorized to approve this Agreement with Tele-Works, Inc. for a New Interactive Voice Response (IVR) System for the Building Inspection Division.

RS

attachment
STATEMENT OF WORK
Tele-Works, Inc.
SOW No. 7232
Date: June 1, 2010

CONTACT INFORMATION

Agency: Lakeland, FL
Contact: Mark Raiford
Phone: (863) 834-6780

Account Manager: Nicole Haskins
Phone: (540) 953-2631 x462

PRICE QUOTATION

PRICING IS VALID FOR 180 DAYS.

<table>
<thead>
<tr>
<th>Products and Services</th>
<th>PRICE</th>
</tr>
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<tbody>
<tr>
<td>buildingworks Hosted IVR</td>
<td>$39,500</td>
</tr>
<tr>
<td>-Resides on Tele-Works Voice Center (TVC) – Hosted IVR Infrastructure</td>
<td></td>
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<tr>
<td>w/ provisioning for up to 12 concurrent calls</td>
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<tr>
<td>Annual Subscription Fee</td>
<td>$13,000 / year</td>
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Year 1 Total: $52,500
Year 2 and Beyond: $13,000

Additional Services (at prevailing hourly rate, currently $175/hr)

Notes:
> buildingworks fees are invoiced at 35% at project kick-off and 65% at the completion of Customer Acceptance Testing
> The Annual Subscription Fee after Year 1 (“Year 2 and Beyond”) will be paid annually at the start of each annual term beginning with the installation date; annual fees increase 3% annually after Year 1.
> The buildingworks Annual Subscription Fee includes up to 30,000 minutes per year. (Note: the included minutes should be more than enough to handle the Agency’s IVR usage for the year; however, usage exceeding 30,000 minutes in any year will be invoiced at $0.16 per minute.)

DESCRIPTION OF PRODUCTS AND SERVICES

The following is the proposed Tele-Works solution for Lakeland, FL (the “Agency”).

Tele-Works’ solution for automation using interactive voice response (IVR) is buildingworks IVR. Buildingworks includes the requested interaction with the Agency’s building inspections data. Buildingworks IVR enables customers (e.g., contractors, homeowners, private providers) to conduct routine business tasks with the Agency at their convenience without encumbering City staff. The proven call flow has been perfected at more than 50 Tele-Works building department customers and closely resembles the functionality of the Agency’s existing IVR system.

Standard features include permit status, inspection scheduling/rescheduling, inspection cancellation, results inquiry, and plan review status. Main menu options include support for a frequently asked questions menu and a temporary message that can be enabled by Agency administrators. Additionally, IVR users can transfer to a staff member during business hours.

Key components and features of buildingworks IVR solution are detailed below:

buildingworks IVR Components

Plan Review, Permit Status, and Inspection Results:
IVR users can query the status of their plans during the review process obtaining results from individual approving departments. Permit status and fee information is provided along with the results of a completed inspection. Using the permit number (and any other pertinent identifiers), the IVR will present the last result for each completed inspection starting with the latest inspected item. The user will be allowed to interrupt read back of results at any time.

Scheduling, Rescheduling, and Canceling Inspections:
Using the permit number (and any other pertinent identifiers) and the numeric inspection code, the user will be presented with available dates for their inspection (Available dates are built from the Building Department’s calendaring rules and is exposed in the data provided from the Agency’s database). The IVR will observe a single cut-off time to mark the point when certain inspection dates are no longer available. The IVR can optionally collect the user’s contact information and allow users to indicate whether they prefer a morning or afternoon inspection. Observing any cut-off times established by the Agency, an existing inspection can be canceled or rescheduled (rescheduling effectively cancels the original request and schedules a new inspection for the new date selected). Upon a successfully scheduled, rescheduled, or canceled inspection, the user will be given a Tele- Works generated confirmation number which will be written back to the inspection record and made available via the IVR’s Web-based administration application.
Inspector Resulting:
After identifying themselves with a pre-assigned PIN, inspectors can indicate a permit and inspection to apply simple inspection results via the IVR. The result is from the list of results defined by the Agency.

Reporting:
The IVR will provide reporting such that the agency can determine application-specific statistics such as number of Inspections scheduled or canceled during a given number of days as well as general statistics such as number of calls and total time required for all calls during a given number of days. Additional reporting functionality can be scoped and quoted if desired.

IVR Data Integration:
Features, functionality, and performance of the IVR will be dependent upon Agency-provided web services. The web services should be SOAP-based and associated with WSDL and loaded on an existing, Agency-supplied public-facing IIS web server. The web services will allow the IVR at Tele-Works’ hosted application center to access the web services on the Agency-supplied public-facing IIS web server for the purpose of providing IVR users with real-time permits and building inspection data. The Agency can pursue a variety of security measures, such as SSL (via an Agency-obtained certificate), web service authentication procedures, and other standard network/firewall configurations to ensure the integrity of the data and the Agency’s network.

Tele-Works Voice Center (TVC)
Buildingworks will reside at our hosted IVR center – Tele-Works Voice Center (TVO) – which is deployed across the World’s premiere hosted IVR infrastructure through partnership with the Voxeo Corporation. Tele-Works is partnered with Voxeo to deliver the most reliable, high-quality hosted IVR services available in the world today. Voxeo’s IVR hosting infrastructure supports tens of thousands of ports at numerous fully-redundant hosting centers across the U.S. and several data centers internationally. Voxeo provisions Tier I bandwidth from all major IP carriers including Global Crossing, Time Warner, Verizon, Qwest, and AT&T. With Voxeo, our IVR applications are deployed across the same IVR backbone as half of the Fortune 500 and most Federal agencies including Homeland Security. TVC delivers reliable, high-quality, business-class IVR to ensure your customer calls always get through and customers will have the real-time access they need to transact business with the Agency.

Future Migration
Should the City decide to move from the application from the hosted TVC to a premise solution, Tele-Works will migrate the existing building inspection application and waive the cost of relocating, reconfiguring, and testing the application on Tele-Works Voice Platform installed at the City. (Tele-Works Voice Platform which is comprised of a hardware server, system software, and port licenses, is purchased by the City prior to the migration).

TERMS AND CONDITIONS

Cover Page and Terms and Conditions: Issuance of a purchase order / notice-to-proceed based on this Statement of Work (SOW) represents agreement to the terms and conditions of this SOW and the Master Software License and Services Agreement or other similar agreements between the parties. This SOW is governed by, and is hereby incorporated into, the Master Agreement between the parties.

Full Agreement. This SOW constitutes the full agreement and contract between the parties per the terms and conditions contained herein.

Term / Contract Commitment. By agreeing to the terms of this SOW, the customer is making a 12-month commitment to the Tele-Works hosted services and payment for those services as they are defined in this SOW. The 12-month commitment, the Subscription, will begin at the end of the Customer Acceptance Testing, CAT, period. The Customer may terminate the contract prior to the end of the initial subscription but will not be entitled to any refunds for unused products or services. After the first year, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Payment Terms: The Agency will pay the fees listed in this SOW according to the following schedule. Terms are NET 30.

- 35% of the buildingworks Hosted IVR fee of $39,500 upon project kick-off
- 15% of the buildingworks Hosted IVR fee of $39,500 upon the start of Customer Acceptance Testing
- 50% of the buildingworks Hosted IVR fee of $39,500 upon completion of Customer Acceptance Testing
- 100% of the Annual Subscription Fee in year one is due upon completion of Customer Acceptance Testing and in subsequent years at the start of each annual term
- Annual Fee Adjustment: Following the first year, all annual fees described in this SOW will be subject to an annual adjustment based on the most recent full calendar year change in the Consumer Price Index for All Urban Consumers (CPI-U), which can be found at http://www.bls.gov/cpi/home.htm. In no case will the fee adjustment be greater than +3% in a calendar year, nor will the annual payment to Contractor be allowed to fall below the initial annual fee defined in this SOW.

General. Customer shall be solely responsible for, and Tele-Works is not liable for Customer’s failure in, (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Tele-Works Hosted Platform and Hosted Subscriber Services in accordance with the documentation provided by Tele-Works and all applicable protocols and requirements of the Tele-Works Hosted Platform and (b) providing any connections necessary to communicate with the Tele-Works Hosted Platform.

Unauthorized Use. Customer will be responsible for, and shall pay any applicable fees associated with, any unauthorized use by Customer or Customer’s end-users of the Hosted Subscriber Services, telephone numbers assigned to Customer, and Customer’s account. In the event Customer becomes aware of such unauthorized use, Customer shall promptly notify Tele-Works, Tele-Works will issue to Customer, at Customer’s request and expense, replacement telephone number(s) for use with the Hosted Subscriber Services.

Support for Hosted Subscriber Services: During the Term, Tele-Works shall be responsible for providing support to Customer with regard to the Hosted Subscriber Services according to Tele-Works prevailing Product and Services Support Policy. Customer shall be responsible for providing support to its end users with regard to the Hosted Subscriber Services. Tele-Works reserves the right to discontinue provision of support and maintenance on Products and Services according to the termination clause in this Agreement.
Network Traffic. Customer acknowledges that Tele-Works is providing a hosted service, which means that customer content and data will pass through hosted Tele-Works’ servers that are not segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

No Harmful Code. Customer represents and warrants to Tele-Works and its suppliers that no content shall be knowingly transmitted by Customer or end users through the Tele-Works Hosted Platform containing any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any ‘time bomb’, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, “Harmful Code”).

Critical Applications. Customer acknowledges and agrees that the Products and Services are not designed, intended, authorized or warranted to be suitable for hosting life-support applications or other critical applications where the failure or potential failure of the Products and Services can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support systems, delays in getting medical care or other emergency services, and Customer assumes all risk arising out of such use and shall indemnify Tele-Works and its suppliers for damages and expenses (including legal fees) arising out of same.

EMERGENCY USES. IF THE PRODUCTS AND SERVICES ARE USED IN EMERGENCY SITUATIONS FOR OUTBOUND NOTIFICATIONS, THEN THE PRODUCTS AND SERVICES ARE INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CANNOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. TELE-WORKS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE PRODUCTS AND SERVICES TO CONTACT ANY PERSON(S) AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL TELE-WORKS’ LIABILITY FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THREE TIMES THE CONTRACT PRICE PAID BY CUSTOMER IN YEAR 1 (i.e., $157,500).

Force Majeure. Except for Customer’s obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, strikes, war, crime, terrorism, shortages of materials, internet, power or telecommunications failures, etc.

DISCLAIMER. EXCEPT AS STATED IN THE PRICE QUOTATION, DESCRIPTION OF PRODUCTS AND SERVICES, AND TERMS AND CONDITIONS IN THIS STATEMENT OF WORK NO. 7232 TELE-WORKS DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES SHALL MEET ALL OF CUSTOMER’S REQUIREMENTS, OR THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. PRODUCT AND SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. TELE-WORKS MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE PRODUCTS AND SERVICES OR ANY OTHER MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TELE-WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT.