

Anderson County

Request For Proposal Voice Over Internet Protocol (VOIP) Telephone System For Anderson County

All bids must be received in the office of:
STAN CHAMBERS, CPA
COUNTY AUDITOR
ANDERSON COUNTY COURTHOUSE ANNEX
703 N. MALLARD ST., STE. 110
PALESTINE, TX 75801

Submittal Deadline:

Wednesday, July 8, 2020

2:00 P.M., CST

1.0 Background and General Information

1.1 Request for Proposal

Anderson County wishes to replace its hybrid VOIP/PRI phone system with a VOIP system that allows approx. 230 phones to be fully utilized and controlled even when removed from our network and placed onto any outside standard internet connection as well as provide for the use of approx. 30 fax machines.

1.2 Quantity and RFP Submittal

This is an RFP, not a Bid. Vendors are expected to use the basic requirements outlined in this document as a guideline for the proposed solution. We have not detailed every system integration capability or communication functionality available in the industry. It is the Vendor's responsibility to provide the best and most fiscally responsible, scalable, reliable, and maintainable solution. Vendor will submit an end-to-end solution design that will provide 99.99% uptime annually. Respondents to this RFP shall use their vast knowledge and experience within the communications industry to articulate not only a viable solution, but also display their ability to deliver a solution that will meet or exceed the stated requirements and expectations.

1.3 Submittal Deadline

The County will accept proposals submitted in response to this RFP in the office of the Anderson County Auditor, Courthouse Annex, 703 N. Mallard, Suite 110, Palestine, Texas 75801 on or before the following date and time:

Wednesday, July 8, 2020 2:00 P.M., CST

RFPs will be opened at this time and any proposal received after the due date/time will not be considered. The proposal should be clearly marked "TELEPHONE SYSTEM PROPOSAL".

1.4 County Contact Personnel

Questions or concerns regarding this RFP may be directed as follows:

<u>Assistant County Auditor</u>: Denise Walding 903 723-7448 dwalding@co.anderson.tx.us <u>IT Manager</u>: Michael Cook 903-723-7850 mcook@co.anderson.tx.us

The County instructs vendors to direct all questions regarding this RFP to the above-named County Contact Personnel. Only **written** additions, changes or clarifications approved by the auditor's office will be considered official and valid. No negotiations, decisions, or actions shall be initiated by any vendor based on verbal discussion with County personnel.

1.5 Selection Criterion

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best, evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as specified below:

A. Cost:

- 1) Initial project cost
- 2) Recurring and ongoing costs

B. Responsiveness:

- 1) Completeness of bid response to requests for information, pricing, references, etc...
- 2) Ability to provide a highly reliable and available network-based telecommunications solution set.
- 3) Vendor support/service capabilities

C. Vendor Qualifications:

- 1) Experience with similar projects similar in scope.
- 2) Successful deployments of the same brand and scale.
- 3) Years in business providing the requested service type.
- 4) Favorable references from clients on projects similar in size and scope.

D. Delivery:

- 1) Historical evidence on time delivery.
- 2) Evidence of sufficient personnel to complete work in a timely manner.

E. References:

- 1) References provided with bid response.
- 2) Favorable references from clients on projects similar in size and scope.

IT IS UNDERSTOOD THAT Anderson County, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Anderson County. Receipt of any proposal shall under no circumstances obligate Anderson County to accept the lowest proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

2.0 Scope of Work

2.1 Background

Anderson Counties current network configuration is 100/1000 Mbps Ethernet topology with a fiber optic backbone between the courthouse, sheriff's office, and the Annex building. The fiber-optic backbone is capable of supporting multiple 10 gigabit connections. The existing hardware includes Cisco switches and a Watchguard firewall for outside communications.

2.2 Sites

Courthouse: The courthouse site is located at 500 North Church, Palestine TX 75801.

Sheriff's office: The Sheriff's office site is located at 1200 E Lacy Street, Palestine TX, 75801.

Annex building: The Annex building site is located at 703 N. Mallard St., Palestine, TX 75801.

2.3 Phone Counts / Desired Minimum Features

Location	Count	Description	
Phones	230	Executive Sets w/ Speakerphone & Display	
		Gigabit Ethernet Passthrough	
		POE or Power Inductor	
		Graphic end User Interface	

2.4 Contemplated Delivery Schedule

The County requests completion of the entire job within 120 days of award by the Anderson County Commissioners' Court

2.5 Vendor Qualifications

- **2.5.1** Experience: Provide a description that includes the number of years in business, number of employees and resumes of key personnel who might be assigned to this project. If your company has been involved with projects for the County in the past, include a brief description, project dates and on-time delivery information.
- 2.5.2 <u>References:</u> Provide a minimum of three references from projects similar in size and scope with comparable clients. Include name, address and phone numbers of the contract manager or key point-of-contact personnel for whom the prior work was performed along with a brief description of the job.

2.6 Permits

Bidder shall be responsible for obtaining any and all required permits/easements (city, county, state, etc.) necessary for the complete construction and satisfactory installation of the project.

2.7 Insurance

Before commencing work, the successful offerer shall be required, at his own expense, to furnish Anderson County within fifteen (15) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

- 1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance:
- 2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
- 3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage.

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Request for Proposals; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All Proposals shall be binding upon the respondent if accepted by the County within ninety (90) days of the Proposal opening.

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. By returning this Proposal with price(s) quoted, Contractors certify and agree to the following:

PROPOSAL REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Anderson County in addition to the requirements of this form. The signed cover sheet and the Proposal response form and any additional required forms or information, must be received by the Anderson County Audit Department on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Anderson County will not be responsible for late deliveries or mail delays. The time and date received will be recorded in Anderson County Audit Office, which will be the official authority determining late proposals. Fax or internet copies will not be accepted.

PROPOSAL CERTIFICATION: The Offeror agrees that submission of a signed Proposal is certification that the Offeror will accept an award made to it as a result of the submission.

PROPOSAL AFFIRMATION: Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Offeror shall be removed from all Proposal lists. By signature, the Offeror certifies that the Offeror has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Invitation for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Proposals.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose. The acknowledgment must be received by Anderson County by the time and at the place specified for receipt of Proposals.

ADDITIONAL INFORMATION: Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

PROPOSAL WITHDRAWAL: after opening, Offers will not be allowed to withdraw their proposal unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Anderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by Anderson County within 10 days after opening. If permitted to withdraw the proposal, the Offeror shall not supply any material or service or perform any subcontract or other work in connection with the resulting contract. Prior to opening, Offeror may withdraw simply by making a written request to Anderson County; no explanation is required.

AWARD: Anderson County reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offer meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court

and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear. In determining responsible Offeror the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in Proposal award.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

- 1. have adequate financial resources, or the ability to obtain such resources as required;
- 2. be able to comply with the required or proposed delivery schedule;
- 3. have a satisfactory record of performance;
- 4. have a satisfactory record of integrity and ethics;
- 5. be otherwise qualified and eligible to receive an award.

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie proposals could cause rejection of Proposals by Anderson County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Anderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Anderson County to enforce any provision at any time in accordance with its terms.

PAYMENT: Vendor shall send an original copy of invoices. Payment shall be made by Anderson County in compliance with the prompt payment act once received by the County Auditor's Office. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Anderson County. Acceptance by Vendor of final payment shall be deemed a release of Anderson County for all claims and liabilities of Anderson County to Vendor. No payment, however, final or otherwise, shall operate to release Vendor from any obligation arising under the Order.

SALES TAX: Anderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Anderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Anderson County Auditor.

ORAL STATEMENTS: Anderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form issued by the Anderson County Audit Office upon approval by the Anderson County Commissioners' Court.

INDEMNITY: Vendor shall indemnify and hold Anderson County, its officers and employees harmless from all claims involving infringement of patents or copyrights.

REMEDIES: If Vendor breaches any term of a contract, Anderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this contract. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Anderson County, Vendor's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Anderson County may treat such act as a breach hereof. Anderson County may assign or delegate all or any part of its right and duties hereunder.

APPLICABLE LAWS: Vendor must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of

1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Vendor breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Anderson County. The goods may be returned or held for the account of Vendor, all at Vendor's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Anderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Commissioners Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Anderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications. Anderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Anderson County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Anderson County.

VENDOR RESPONSE

SYSTEM FUNCTIONALITY

Please complete the system features, functions, and capabilities checklists contained in this solicitation. Instructions for completing them are outlined in "Appendix A – System Functionality Checklist Instructions".

- 1. Provide an overview of the proposed solution and reference how this converged voice and data solution will meet the Anderson County Courthouse's needs.
- 2. Describe how the proposed system can be expanded without replacing or radically changing the initially purchased equipment.
- 3. Describe how the system accommodates and supports E911 functionality.
- 4. Describe how the system accommodates multiple hunt groups.
- 5. Describe how the system allows connections of PCs to telephone sets to support PC Ethernet functions.
- 6. Describe the system's ability to use an Ethernet connected PC to act as a telephone (soft phone).
- 7. Describe how the solution allows for unified messaging by merging email and voice mail functions to be accessed from either a telephone set or a computer.
- 8. Describe the solution's ability to route calls and voice mail message alerts outside the system to home phones, cell phones and other devices.
- 9. Describe the system's support for Computer Telephony Integration applications.
- 10. Describe how power is provided to the digital phones and other Ethernet Connected devices. If there are multiple options, please identify them.
- 11. Describe how multiple systems can be connected to allow for internal extension dialing between different locations.

HARDWARE INFORMATION

Please complete the System Capacities and Phone Sets information in "Appendix B – Hardware Capacities/Phone Sets"

Vendor must describe the required hardware configurations for each geographic site as required to implement the proposed solution. Hardware that is not part of the system such as power-over-Ethernet devices and quality of service capable Ethernet switches should be described as such and shown to be required where necessary.

1. Fully describe any on site hardware that might need to be provided such as servers or dedicated switches.

SYSTEM ADMINSTRATION MANAGEMENT SECTION

- 1. Discuss how Anderson County IT staff can maintain and support system users. Is a simple GUI interface available for system administration? Can one administration GUI configure multiple systems?
- 2. Discuss any controls and or abilities that end users have to enable them to make changes to their stations without the need of a trained technician. Please identify this interface as an application or browser based.
- 3. Discuss how the system may be upgraded without having to change the hardware. Discuss how system or administrative changes can be made to the system without disrupting ongoing user activities.
- 4. Discuss any audit trail capabilities that can be used to track system management changes.
- 5. Discuss how a new user can get started quickly with a limited amount of technical support. Discuss self-help screens, initial voice mail setup functions, GUI user desktop option management, etc.

SYSTEM COST OF OWNERSHIP SECTION

- 1. Discuss how the scalability of this solution will enable Anderson County to purchase only what it needs when it needs it, yet be able to grow and add functionality at a reasonable cost.
- 2. What are the charges from the manufacturer for these software upgrades?

PROJECT MANAGEMENT, IMPLEMENTATION, AND INTEGRATION

- 1. Anderson County will provide a designated project manager and expects the vendor to do the same.
- 2. Include an example implementation schedule for the solution to include pre-installation tasks, hardware installation, system configuration, user training, and system cutover with example timelines.

MAINTENANCE AND SUPPORT

Anderson County prefers 24/7 unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option. If after-hours support is only available at an hourly rate, this should be clearly indicated.

- 1. Please describe all support services for hardware and software, including:
 - a. Hours of availability
 - b. Access via toll free 800 number
 - c. Call tracking system
 - d. Priority code system used to help distinguish the level of urgency for each call
 - e. Internet web site support
 - f. A sample report stating the percent of issues resolved within 24 hours
 - g. How customers are notified of urgent software issues and how to resolve them
- 2. Provide information about periodic system enhancements and updates. Discuss the manufacturer's history of system software revisions to installed systems. What is the policy for upgrading existing systems to the newest level of software? How many years of hardware warranty are offered by the manufacturer?

TRAINING AND EDUCATION

Address the following:

- 1. Available software and hardware training
- 2. Ongoing educational opportunities
- 3. Availability of web conferencing training
- 4. User Conference Training
- 5. Other

REFERENCES

Provide references for a minimum of three (3) completed government or commercial installations that utilize the proposed system in a comparable computing environment. If possible, references should be in the state of Texas. The information should include agency name, address, contact name, telephone number, and date of installation.

COST PROPOSAL

Please provide all costs for the proposed system, including:

- 1. Software/hardware licenses (per user is acceptable)
- 2. Core Hardware Systems
- 3. Handsets (phones)
- 4. Implementation
- 5. Project management
- 6. Training
- 7. Associated hardware (e.g. switching or servers)
- 8. Support
- 9. Recurring costs for the next 5 years

SAMPLE CONTRACTS

Provide copies of all sample contracts for hardware, system software, and application software.

Appendix A System Functionality Checklist

Please indicate presence of the features listed below in the proposed solution. In the S/O column indicate if the feature is standard or an option. Indicate any exceptions or enhancements in the comments section at the end of the list. Also indicate any additional cost if a feature is optional

Features

Extensions				
IP phone / ATA extensions				
Analog phone extensions				
Call queue extensions				
Virtual extensions				
Extension templates				
Speed Dialing				
3, 4 digit dialing to all facilities				
Extension groups				
Multiple line appearances per station				
Headset compatible telephone sets				
Speed dialing				
Bridged appearance				
Group paging				
Speaker Phone				
Calling Methods				
VoIP				
Analog Phone Lines				
T1/E1 Phone Lines				
Caller ID				
Connect Multiple Systems				
Call Control				
Hold				
Assisted Transfer				
Unassisted Transfer				
Blind Transfer				
Call Parking				

	_ Call Barring
	_ Send Calls
	_ Directed Pickup
Att	endant/User
	_ Auto Attendant
	_ See Who Else is on the Phone
	_ Drag and Drop Transfers
	_ Current Call Control
	One Click on-the-fly Recording
	_ Record Other's Calls
	_ Monitor, Whisper, Barge
	_ Queue Member View
	_ Queue Supervisor View
	_ Call Parking Lot Panel
	_ Presence
	_ Automatic Call Distribution
	_ Customer Relationship Manager Connection
	_ Customized Messaging
	_ Hunt Groups
	_ Integration with Contact Management Packages (i.e. Microsoft Outlook)
Voi	cemail
	_ Voicemail to Mobile Phone
	_ Automatic Mailbox Creation
	_ Voicemail Blast Groups
	_ Custom Message Notification
	_ Message Waiting Indication
Coı	nferencing
	_ 3 Way Conferencing
	_ Conference Bridging
	_ Listen Only Conference Calls
	Conference via Handset

Paging and Intercom				
2-Way Intercom				
1-Way Paging				
Direct Paging and Intercom				
Group paging				
Music on Hold				
Custom Music on Hold				
Music on Hold Included				
Queue specific Music on Hold				

Appendix B – Hardware Capacities/Phone Sets

Describe the phone sets proposed by class of user as shown in the table below. You may propose multiple options for each class. Be sure to include pricing for each option and attach any additional information available.

Phone Sets

STATION REQUIREMENTS	MIN REQ	MODEL	QTY	COMMENTS
Executive Business Phone				
Average Business Phone				
Basic Business Phone				
Attendant Console				
Analog Terminal Adapter				