



Otsego County

REQUEST FOR PROPOSALS BID 2021-21

Administration/Department Telephone System

Release Date Wednesday, December 15, 2021

Response Deadline: Wednesday January 19, 2022 at 4:00 PM EST

Public Bid Opening: Thursday, January 20, 2022 at 1:30 PM EST

Otsego County
225 West Main Street
Gaylord, MI 49735

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INTENT TO RESPOND FORM

If you choose to respond to this Request for Proposals, please fax/email this form back to Otsego County at your earliest convenience, to the attention of:

Rachel Frisch, CPA
Otsego County Administrator
Otsego County
225 West Main Street
Gaylord, MI 49735
Phone (989) 731-7523
rfrisch@otsegocountymi.gov

RFP **Administrative/Department Telephone Services**

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Date: _____

Authorized Signature: X _____

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Otsego County (“the County”) is soliciting proposals for new Business Telephone Services. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process. The County’s intent is to enter into an installation and support agreement. The estimated start date is March 1st, 2022, pending County Board approval.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the **sole point of contact** regarding this RFP from the date of distribution until the selection of the successful Respondent.

Rachel Frisch, CPA
Otsego County Administrator
Otsego County
225 West Main Street
Gaylord, MI 49735
Phone (989) 731-7523
rfrisch@otsegocountymi.gov

Only those Respondents who have registered and received a copy of this RFP from the County will receive addenda, if issued. Addenda information will be issued by email only and the County will not be responsible for failure of Respondent to receive addenda information. Please insure your spam filter will not block email from the above address.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents

if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed on Wednesday, December 15, 2021.
- **A facility tour will be conducted at 11:00 AM on Wednesday, January 5, 2022. Respondent Representatives who would like to attend the tour must RSVP by Thursday December 30, 2021** to the RFP Coordinator at the email address provided in Section 1 with the **name, title, and email address** for each individual expected to attend. The meeting will begin at the County, 225 West Main Street, Gaylord, MI 49735, and will include a tour of the relevant County facilities.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 4:00 PM EST on Monday, January 10, 2022.
- All questions will be answered and documented in writing as an Addendum to the RFP, and sent via email to all Respondents who properly registered According to Section 1.2. Addendum will also be available direct from the RFP Coordinator defined in Section 1.2 by 4:00 PM EST on Friday, January 14, 2022.
- **Final RFP submissions must be received by 4:00 PM EST on Wednesday, January 19, 2022** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.
- A public bid opening will take place on Thursday, January 20, 2022 at 1:30 PM EST in Room 100 of the County Building, 225 West Main Gaylord, MI 49735

SECTION 2 – BACKGROUND AND SCOPE OF WORK

2.1 Background

The County currently operates two primary locations along with several satellite offices related to this RFP. The primary locations are (1) County at 225 West Main Street and Court Offices at 800 Livingston Blvd. The desire is to integrate all County locations into a single unified and modern telephone system.

A pre-bid conference will be held to tour the facilities at the date and time listed in Section 1.4 of this RFP. Those who would like to attend must RSVP as instructed.

2.2 Scope of Work

The purpose of this RFP is to solicit quotations and proposals for the procurement of a technically efficient integrated business telephone system and telephone services. This system will operate and control all business telephones in the County, Court and satellite offices and have sufficient capacity to be expanded to include future locations within the County at a reasonable cost.

The telephone system must be designed to be fully integrated within the existing needs and capability of the present facilities and provide call processing for the business environment. It must have the capability to be custom designed to serve each particular department. While the parameters given in this RFP reflect the County's best estimate of these requirements, Respondents are encouraged to propose the most advanced technical design system to ensure quality, guard against premature obsolescence, reduce recurring charges, and create on-site control to ensure the system can meet the needs of the County. Each Respondent must assume full responsibility for the procurement, installation and performance of the complete telephone system, and accept responsibility for, and verify requirements at, individual station locations.

2.3 Requirements

A. Overall Requirements

The telephone system shall bring control and efficiency to the everyday operation of the County. The system must be software driven to allow County the option of making changes on-site and obtaining standard and ad hoc reports on demand.

B. System Functionality

A solution based solely on VoIP technology is not required but preferred. The system must integrate communications between all locations allowing dial by extension without incurring local calling charges. The system must also allow for simplified moving of extensions between locations and DID routing independent of the physical locations. The system must provide proper ANI/ALI E911 Location information based on the location of the phone and it must be easy for the County to adjust this information as phones are moved within the environment. The systems must be designed to insure the proper function of automated call processing for access to the system, independent verification, automatic verification, and centralized administration.

Respondent shall provide a summary list of all features included in the system even if said feature is not presently in the Minimum System Requirements Section 2.3.F.

C. Station Sets/Lines

All applicable phones must be state of the art and designed to function properly with the system. Phones must be line powered, and if an on-premise system is proposed, the Respondents should provide details of their recommended ratio of phones to lines. Phones and handsets should be designed for the rigors of business use, user-friendly, and the usability must be consistent with each intended placement and use. System should support alternative make or model desk phones which are TeleTypewriter (TTY) and/or hearing aid compatible. Respondents should state the brand and model of equipment they propose and include literature with product description and detailed information.

D. Lines/Circuits/Trunks

The Respondent shall, if awarded a contract, provide a detailed audit of the existing phone Lines, Circuits, and Trunks to insure compatibility with the proposed system. The County will require the vendor awarded the contract to perform this audit as part of a post-RFP design/installation process. The information obtained through the audit shall then be used to identifying circuits, bills, and charges that can be consolidated, terminated or otherwise modified to insure the proper balance between quality, reliability, and lowest recurring charges are obtained.

E. Technical Support

The selected Respondent will provide a system administrator/technician who is a full-time employee of the vendor for the term of the contract. The administrator/technician will respond if called during the hours of 7:30 AM to 4:30 PM on work days, with the exception of holidays, or within three (3) hours of the next working day when notified on a weekend or on a holiday. In the event of a massive (over 50%) system failure or a failure affecting the Jail or Sheriff's Office, a technician must be available 24 hours a day, 7 days a week to respond within two (2) hours time.

New installations shall be preceded by detailed transition plans and firm project timelines shall be submitted with the RFP response.

F. Minimum System Requirements

- 1. Conference Calling.** The system should provide for ad-hoc building of conference calling of a minimum of four (4) participant per conference call. This could be four internal or one internal and three external or any combination.
- 2. Call Accounting/Reporting.** The system should provide a mechanism to track and report on call usage by user/extension. Report shall be prebuilt and provided as part of the system installation. Reporting details shall be determined prior to contract award though details of the reporting system should be included with the RFP response.
- 3. Call recording/call monitoring.** The system should provide capability to interface with a passive telephone recorder. The recording system is not to be provided under

this RFP, but the Respondent's system should be capable of integrating with future telephone recording system.

- 4. Outgoing Call blocking.** The system should provide a method to allow the County to maintain a list of numbers, area codes (e.g., 900), etc., to block. The system should also provide the ability to block calls from specific numbers and all blocking of outgoing calls shall be programmable by extension and/or group.
- 5. Incoming call restriction.** The system should also provide the ability for the County to maintain a list of numbers from which to block or direct to specific voicemail boxes.
- 6. Caller ID.** The system should provide caller ID with name on all phones with displays.
- 7. Extension Logon.** The system should allow for the programming of specific users, extensions allowing these users to logon to the nearest desk phone making it their extension. This can be completed either with a Unified Call manager on a user's desktop computer or directly at the desk telephone. This will allow users to work in various location while still having their calls routed to them. Telephone Desk sets that are not logged in should still allow calls to 9-1-1 but do not otherwise require the ability to make/receive phone calls.
- 8. Long Distance Account Codes.** While not presently used, the system must support and include the ability to use long distance accounting codes should the County ever require this feature.
- 9. Voicemail.** Voicemail shall be available for every user and the user shall be able to configure their voicemail to be delivered via a notification light on their extension, via email, and via smartphone/desktop applications.
- 10. External Extension/Call Routing.** User shall have the ability to program their extension to forward calls to their cell phone or any external number. Transfers shall be supervised, meaning the recipient must acknowledge the call coming from the business phone system before the auto-attendant/caller is connected. This will insure unanswered calls that are forwarded to an external extension are consistently routed to the business Voicemail system.
- 11. Caller ID Pass-through.** Calls to an extension that is programmed to ring an external phone (e.g. Cell Phone) shall show the originating Caller ID information. This way the receiving party can see the real caller being transferred to them via the auto-attendant. However if a call is being transferred by another System user and they are supervising that transfer (announcing the caller first) then the caller-id shall show the DID or County CID information to the external (remote) party.
- 12. Line Busy Indicators.** The system shall support programming buttons on multi-button desk phones to indicate when other extensions are in use.
- 13. Call Manager.** The system shall provide the option to install a Windows, Smartphone, Web based, call manager application option for select users.

- 14. Direct Inward Dialing.** The system shall support assignment of 10 digit numbers to specific extension allowing outside callers to call directly to certain extensions and/or call-groups.
- 15. Analog Devices.** The proposed system must support connectivity of analog phones, fax machines, modems, and other analog devices. Respondent shall detail how analog phones and devices such as fax machines connect to the proposed system.
- 16. Remote Site and Local Survivability.** The County understands there are differences between on-premise and hosted solutions and requires that appropriate considerations must be in place for local survivability for the type of system proposed. Regardless of the system type, the solution must support centralized programming of all extensions, voicemail, and electronic phone book through a single interface.
- 17. Remote Employees.** The proposed solution must support the ability for remote employees to securely use IP Phones from any quality Internet connection.
- 18. Scalability.** The proposed solution must be able to scale the number of phones, voicemail boxes, and other features, as required over the next 5 years.
- 19. New Locations.** The proposed solution must be able to add call processing systems to new remote locations without the need for the County to add additional capacity at the central call processing system.
- 20. Interoperability.** The proposed solution must be architected on open standards with the ability to support other vendors' SIP-based devices.
- 21. Music on Hold.** The proposed solution must support customizing of music on hold. The County shall have the ability to create, install, and maintain custom on-hold audio.
- 22. Multi-level Auto Attendant.** The proposed solution shall include a multi-level auto-attendant and allow departments to have independent call queues with announcement only mailboxes.
- 23. Zero out of Voicemail.** The proposed solution shall include the option for callers to zero out of voicemail where each voicemail box shall support routed '0' to independently programmed extensions/groups or auto-attendant tree levels.

I. Change-Over of Systems

- 1.** A plan shall be provided that allows a cut-over time within Thirty (30) days of the contract award. The selected Respondent shall complete the work by the days agreed upon by the County and the vendor's prepared schedule. This schedule shall then become part of the contract documents. The term "day" as used in this document shall mean calendar day. Failure to complete the work within the time and in the manner provided by in the contract or by the contract documents may subject the

Respondent to liquidated damages, unless the County agrees to written extension of time.

2. Following notification to the County by the vendor that the products are installed in proper working order and comply with applicable County specifications, a cut-over time and date will be arranged for the mutual satisfaction of the vendor and County.
3. Installation and services delayed due to County request will result in like adjustments to the required due date. Vendor shall be required to notify the County of any conditions or instances in which delay might be encountered.
4. It is the responsibility of the vendor to determine all wiring and software requirements for all conditions.
5. The vendor shall deliver and install the products specified, or if appropriate, arrange with the current vendor to purchase some or all of the products currently in use.
6. All wiring required shall be priced separately and any wiring installed by the vendor shall be the property of the County under general terms of the agreement.
7. All installers and maintenance personnel must be pre-approved by County to work inside secure areas of the County (e.g. Police Dept) and will comply with County security rules and regulations.

K. Administrative Reporting Requirements

Administrative reports shall be easily generated on computers that are located in the County. Information continually available shall include, but not be limited to: call record data for each telephone extension, line, including minutes of usage, number of calls completed, date, time, and phone number of and each call.

The Respondent shall supply samples of their standard report formats and will identify additional management reports that can be extracted from the database that may be of management value.

L. Training

Respondent's proposal shall include system administration training to at least three County personnel or its assignees. Training shall cover topics such as, but not limited to: system shutdown/startup. Regular maintenance, Report generation, Extension, Voicemail, Phonebook, Ring Group, creation, maintenance, and configuration.

Respondent proposal shall include user training covering topics such as but not limited to: Answering, making, and transferring, calls; establishing ad-hoc conference calls; and setting up and retrieving voicemail.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

A. Acceptance Period and Location: To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being nonresponsive. Sealed proposals must be received at the address below on or before the date listed in the time line section 1.4

Rachel Frisch, CPA
Otsego County Administrator
Otsego County
225 West Main Street
Gaylord, MI 49735
Phone (989) 731-7523
rfrisch@otsegocountymi.gov

Refer to Section 3 for further detail regarding response formats and requirements.

B. Withdrawal Notification: Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the County.

C. Required copies: Respondents must submit one (1) signed original Proposal and two (2) complete copied sets of the signed original Proposal and electronic copy in PDF provided on USB Media. **Proposals should be clearly marked as "Proposal for Administrative/Business Telephone Services."** The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.

D. Pricing Period: For this RFP, the proposal must remain valid for a minimum of 90 days past the due date for receipt of RFPs.

E. Economy of Preparation: Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

F. Certification of Compliance with Public Act 517 of 2012: Proposals are required to include a completed, signed and notarized copy of the Certificate of Compliance with Public Act 517 of 2012, using the form contained within this RFP.

<http://legislature.mi.gov/doc.aspx?mcl-Act-517-of-2012>

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by submitting a fully completed Intent to Respond to the RFP Coordinator as detailed in Section 1.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

A. Transmittal Letter. Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number and email address for the Respondent's contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership and structure.
3. Functions and location of your nearest regional office to the County.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A customer list of at least five facilities of similar size as the County. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Approximate annual budget;
 - c. Name and telephone number of contact person;
 - d. Date of installation;
 - e. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. Résumés and/or qualifications for the key personnel to be involved in providing services to the County.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. The expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed.
2. How its proposed services and proposed work plan will meet each service and System Requirement as described in Section 2 of this Request for Proposals.
3. For each System Requirement listed in Section 2 of this RFP, state whether your organizations can and will comply; or if not, why not and any alternatives you might propose. Use text, diagrams, and/or product literature to explain your proposal. Respondents should also thoroughly explain the workings and benefits of their proposed system.

4. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondents must detail the proposed method of compensation for the services. A fully completed summary of costs shall be provided in the format specified in Appendix A. If multiple options are being proposed the summary shall detail the Respondents recommended system design with attachments showing the increase/decrease for various options. Respondent may and is encouraged to provide additional detail on the costs on additional pages.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.

H. Exceptions to General Information for the Respondent. For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent, the section number of any requirement to which an exception is being taken and an explanation of their position.

I. Exceptions to the Standard County Contract. For all exceptions to the Standard County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

J. Certification. Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

A. Evaluation Committee: Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

B. Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to the following criteria:

- Proposed Fees
- Understanding of the Project
- Degree of Relevant Experience
- Technical Competence
- References
- Capacity and Availability to Perform the Services

- Local Office
- Other pertinent criteria

C. Contract Approval Process: Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the County Board and the County Attorney. The County anticipates awarding this contract within 60 days of the RFP response deadline

3.7 Oral Presentation

Respondents who submit a proposal may also be requested to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation. It is anticipated that the oral presentations will take place within 30 days of the RFP response deadline

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract.

With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

1. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
2. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that:

1. They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
2. They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but

that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in the County upon submission of the Respondent's proposal to the County without any obligation or liability by the County to the Respondent. The County has the right to use any or all ideas presented by a Respondent. The County reserves the right to ownership, without limitation, of all proposals submitted.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of Michigan, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with law, as amended, known as the Workers' Compensation Law, covering all operations under contract whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of its employees, and keep them insured during the life of said Contract.

- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Respondent covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$2,000,000 aggregate covered under liability and property damage. All of the following coverage shall be included:
 - Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Respondents
 - Personal Injury

- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.

- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Respondent with minimum limits of \$2,000,000 per occurrence.

- E. **MOTOR VEHICLE INSURANCE** issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is

accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

SECTION 5 - EXISTING SYSTEM INFORMATION

5.1 Network Overview

The County's network consists of physical servers with virtualization. Capacity requirements for any locally hosted applications should include all computing and telecommunications hardware as part of their response.

The County and Remote Departments are presently interconnected using a mix of 1000Mbps Ethernet Link and VPNs. Voice traffic is presently sent over these links, there are no known issues with the quality which would prevent it from supporting a newer VoIP system.

Network Switch Fabric. The County presently has Cisco PoE switching equipment. The proposed system shall not include PoE switches as part of any VoIP solution. Backup Power (UPS) hardware should also not be included in the proposal response.

5.2 Existing Phones System

The County presently has a Toshiba VoIP system with T1 Carrier Trunks.

The current phone system has been audited and is believed to have the following number of phones and circuits, numbers and extensions. It is however the responsibility of the Respondent to evaluate the current system and make recommendations on any changes to these quantities.

Table 5.2.1 - Current Telephones and Systems

| Locations | Basic Phones | Business Phones | Phone Numbers | Circuits Lines | Analog Fax Alarm | Ext. | Mailbox only | Analog Conference Phone |
|-------------------|--------------|-----------------|---------------|----------------|------------------|------|--------------|-------------------------|
| County | 16 | 25 | 71 | 1 PRI | 9 | 89 | 15 | 1 |
| Alpine Center | 49 | 32 | 106 | 1 PRI | 8 | 162 | | 1 |
| Airport | | 5 | 2 | 2 | 1 | 4 | | |
| Animal Control | 1 | 4 | 1 | | 1 | 4 | | |
| Parks and Rec | | 2 | 3 | | 1 | 4 | | |
| Land Use Services | 6 | 4 | 8 | | 1 | 8 | | |

Table 5.2.2 - Internet Services

| Locations | Internet Provider | Type | Speed Down/Up |
|-------------------|-------------------|-------|-----------------|
| County | OCNET | Fiber | 100/100Mbps |
| Alpine Center | OCNET | Fiber | Shared w/County |
| Airport | Charter | Coax | 50Mbps/10Mbps |
| Animal Control | OCNET | Fiber | Shared w/County |
| Parks and Rec | OCNET | Fiber | Shared w/County |
| Land Use Services | OCNET | Fiber | Shared w/County |

