

**Company Name:** 

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPSD, CPCP ASSISTANT PURCHASING AGENT

RFP NO. 2023-072

# REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR UNIFIED COMMUNICATIONS AS A SERVICE

PROPOSALS DUE MARCH 6, 2023 2:00 P.M. CST

RFP NO. 2023-072

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This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

#### MANDATORY PRE-PROPOSAL CONFERENCE

In accordance with Section 262.0256 of the Texas Local Government Code, the County will hold a Mandatory Pre-Proposal Conference.

All Respondents must attend the scheduled Mandatory Pre-Proposal Conference to be held as follows:

DATE: MONDAY, JANUARY 30, 2023

TIME: 2:00 P.M. CST

LOCATION: TARRANT COUNTY FAMILY LAW CENTER COURTHOUSE

ASSEMBLY ROOM, 2<sup>ND</sup> FLOOR 200 E. WEATHERFORD STREET FORT WORTH, TEXAS 76196-0104

#### **ALLOW TIME FOR PARKING DOWNTOWN!**

#### LATE ARRIVALS WILL NOT BE PERMITTED TO SIGN IN!

Note: There is No opportunity for remote attendance of this meeting.

Tarrant County will not provide copies of RFP documents. Please download and print prior to meeting.

**RSVP:** Vendors planning to attend the Mandatory Pre-Proposal Conference must RSVP to Elaine Johnson, CPPB, Senior Contracts Administrator, via fax 817-884-2629 or, if unable to fax, email to <a href="mailto:BidQuestions-RSVP@tarrantcounty.com">BidQuestions-RSVP@tarrantcounty.com</a> by 5:00 p.m. CST, Friday, January 27, 2023. Confirmed receipt by Tarrant County of this email is required.

Questions from respondents will be addressed at the mandatory pre-proposal conference. Any respondent who submits a proposal without attending the scheduled mandatory pre-proposal conference does so at his own risk. Such respondent who submits a proposal and does not attend the scheduled mandatory pre-proposal conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is soliciting proposals for its **REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR UNIFIED COMMUNICATIONS AS A SERVICE** for the **INFORMATION TECHNOLOGY DEPARTMENT**.

Original and Six (6) Copies

OF

COMPLETED PROPOSALS
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE MARCH 6, 2023 AT 2:00 P.M. CST

All proposals are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the Proposal Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. The original proposal must be clearly marked "ORIGINAL" and contain all original signatures. "No-Bid" response to be returned on the form included in the section under Forms.

Any proposal received after the date and hour set for Proposal opening will not be accepted. The Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If Proposals are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the Proposal package to the Tarrant County Purchasing Department before the date and hour set for Proposal opening. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the Proposal opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Tarrant County Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of Tarrant County.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the proposal specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested bidders for additional information or interpretation of the information included in the specifications should be directed in writing, via fax or via email, to:

**ELAINE JOHNSON, CPPB, SENIOR CONTRACTS ADMINISTRATOR** 

FAX: 817-884-2629

**EMAIL:** <u>BidQuestions-RSVP@tarrantcounty.com</u>

All documents relating to this proposal including but not limited to, the proposal document, questions and their responses, addenda and special notices will be posted under the proposal number on the Tarrant County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to award. <u>It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date</u>.

The deadline for receipt of all questions is 12:00 p.m., CST, Friday, February 3, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Elaine Johnson, CPPB, Senior Contracts Administrator, via fax at **817-884-2629** or, if unable to fax, emailed to

#### BidQuestions-RSVP@tarrantcounty.com.

**Faxed Questions:** Faxed questions **must** reflect the RFP number **or** include the RFP cover page.

**Emailed Questions**: The email **must** include the RFP No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Proposal Response Forms and questionnaires must be fully completed and included in your response. Detailed specifications have been provided, and any deviations or exceptions must be referenced on the designated response forms that have been provided. Unless deviations are specifically stated herein, benefits will be provided according to the specifications at no additional charge.

The Proposal is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations may be conducted with responsible Respondent(s) who submit Proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the Proposal document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide a signature on this form renders the Proposal non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.

<u>CONFIDENTIALITY</u>: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. <u>Pricing information is not considered confidential</u>. Trade secrets or confidential information <u>MUST</u> be placed in a separate envelope marked "<u>CONFIDENTIAL INFORMATION</u>." and <u>EACH PAGE</u> must be marked "<u>CONFIDENTIAL INFORMATION</u>." Tarrant County will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.030(c).

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to a Proposal is "confidential" will not be treated as such if Tarrant County receives a request for a copy of the Proposal. Tarrant County will, of course, make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information per the procedure outlined in Texas Government Code Section 552.305. Notice to your company under Section 552.305 may be sent via either certified mail or e-mail using the contact information provided by you on the signature form. Please be advised that Tarrant County cannot and will not make an agreement to withhold information from the public contrary to Tarrant County's responsibilities under the Act.

Additionally, to the extent your proposal is incorporated into the contract, the proposal will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of the proposal. Tarrant County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Proposals which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

<u>Invoices</u> shall be sent directly to the Tarrant County Auditor's Office, Attention: Accounts Payable, 100 East Weatherford, Room 506, Fort Worth, Texas 76196, or email to <u>SAP-invoices@tarrantcounty.com</u>. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.** 

<u>Continuing non-performance</u> of the Vendor in terms of specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. The Vendor will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The <u>contract may be terminated</u> by either party upon written thirty (30) day notice prior to cancellation.

Proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistency of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County.

Proposals may be deemed non-responsive, among other reasons, for any of the following specific reasons:

- 1. Proposals containing any inconsistencies.
- 2. Unbalanced value of any items.

Respondents may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Respondents.
- 2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
- 3. The Respondent being interested in any litigation against Tarrant County.
- 4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work that in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Respondents shall not owe delinquent property tax in Tarrant County.
- 8. Respondent's past performance record with Tarrant County.
- 9. Limited competition.

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Vendor involving those transactions related to this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL

INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) RESPONDENT'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. <u>CONTRACT TERMS</u>: Vendor(s) will be awarded a sixty (60) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. Prices must remain firm for the entire contract.

#### 2. MINIMUM INSURANCE REQUIREMENTS:

- A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
  - 1) Workers' Compensation/Employer's Liability
    - a. Worker's Compensation statutory
    - b. Employer's Liability \$500,000
  - 2) Commercial General Liability:
    - a. Bodily Injury/Personal Injury/Property Damage
       \$1,000,000 per occurrence/\$2,000,000 aggregate
  - 3) Auto Liability:
    - a. Combined Single Limit (CSL) \$500,000 per occurrence
  - 4) Professional Liability applicable to the work being performed.
- B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
- C. Required Provisions:
  - 1) Proof of Carriage of Insurance All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
  - 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) day written notice in case of cancellation or any major change.
  - 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
  - 4) All copies of the Certificates of Insurance shall reference the project name and Proposal number for which the insurance is being supplied.
  - 5) The Respondent agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

6) The Respondent is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

#### 3. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
  - 1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
  - 2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
  - Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
  - 4. The Criminal Background Check applies to the individual and not the Company.
  - Passing status must be maintained by Vendor personnel for the duration of the contract.

#### 4. <u>INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:</u>

A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:

#### 1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

#### 2. Breach Notification

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

#### 3. **Data**

All Tarrant County data will remain in the 48 contiguous United States at all times.

#### 4. Right to Audit

Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

**5.** There is no opportunity for remote attendance at the Pre-Proposal Conference. Respondents are not allowed to call in to attend this meeting.

#### STATEMENT OF WORK

#### I. OVERVIEW

A. Tarrant County is requesting proposals to engage a qualified and experienced vendor to maintain Tarrant County's fully hosted Unified Communications as a Service (UCaaS) environment.

#### II. BACKGROUND

- A. Tarrant County currently employees approximately 4,800 persons across seventy (70) facilities. Personnel growth is incremental; no programs are currently envisioned that would cause a significant increase in system user count. Tarrant County has multiple business units, many of which are regulated by either the Federal Bureau of Investigations Criminal Justice Information Services (CJIS) standards or the Health Insurance Portability and Accountability Act (HIPAA).
- B. Existing Voice/Contact Center Environment Overview:
  - 1. Current UCaaS provider is GoTo (formerly LogMeIn).
  - 2. All current network environment, voice devices and feature functionality are listed in Appendices A, C and D.
  - Voice traffic is carried over a local area network (LAN) or wide area network (WAN) infrastructure, and call capacity is measured in terms of the bandwidth of the IP channel.

#### C. Current Computing Environment:

- 1. Tarrant County hosts a centralized computing environment. Some services such as networking, data center management, and data storage are mostly centralized while support for desktops is more decentralized.
- 2. For desktops, employees have County equipment running currently supported Microsoft Windows operating systems. The Information Technology Department (ITD) is the central Information Technology (IT) support group for the County, owning Active Directory and Service Center Configuration Manager.
- ITD offers Microsoft 365 as the primary productivity, email, and collaboration tool. Tarrant County also utilizes other Microsoft hosted solutions, including Azure for Active Directory services.
- 4. Desktop Operating Systems:
  - a. The most recent version plus one prior version are supported by Tarrant County (currently Windows 10).
- Directory Services:
  - a. Load-balanced Active Directory domain controllers provide directory information for ITD-based services.

- 6. Identity and Access Management:
  - a. Azure Enterprise Apps maintains trusts with aggregate service providers (SPs) utilizing SAML single sign-on.
- D. Current Network Environment:
  - 1. The current Tarrant County network environment specifics are located in Appendix B.

#### III. EXPERIENCE & QUALIFICATIONS

- A. Tarrant County is seeking a qualified and experienced vendor to provide a hosted Unified Communications service that will provide optimal uptime and immediate availability to access feature and functionality available in a Unified Communications environment. Proposals <a href="MUST">MUST</a> contain appropriate documentation for the evaluation team to properly assess the experience of the firm and the selected implementation team members.
- B. Vendor Reference Calls (or Checks) are an important step in our evaluation process. Respondents <u>MUST</u> provide customer references that:
  - 1. Within the last three (3) years, purchased and successfully implemented and are currently using the products and/services discussed in "SCOPE" section of this solicitation.
  - 2. Have confirmed their willingness to discuss their experiences (e.g. successes and failures) working with your company during implementation and post Go-Live with Tarrant County representatives. This may include customer references responding to a brief questionnaire or survey.
  - 3. Have confirmed the validity of their contact information which includes name, title, e-mail address, and phone number.

#### IV. SCOPE

- A. Tarrant County plans to achieve the following major objectives with this project:
  - 1. Receive competitive pricing for a fully hosted, internet-based solution.
  - 2. Utilize all current equipment models in the hosted solution while allowing for replacement or upgrade to other equipment manufacturer/models as needed.
  - 3. Improve communications and collaboration by leveraging the most current technologies and simplify management and operations.
  - 4. Leverage features and capabilities that include but are not limited to:
    - a. Presence knowing the availability of others.
    - b. Single Sign On (SSO) integration.
    - c. VoIP Phone, video phone and soft phone support for making calls over Public switched telephone number or over computer via Internet Protocol (IP) routing.

- d. Voicemail and Unified messaging.
- e. Voice features include caller identification (ID), call transfer, call waiting, Enhanced 9-1-1 (E911) calls, call recording.
- f. Integrating audio/web conferencing capabilities.
- g. Instant messaging/chat.
- h. One number/Single number reach.
- i. Call-transfer feature including transferring a call from a smartphone to a desk phone.
- j. Click to dial features from email subsystem and/or web browser.
- k. Corporate phone books across all locations with email integration.
- I. Short-Digit dial plans enablement over all locations.
- m. Screen pops with specific, customized customer information.
- n. Mobile application enablement for third party integration via application program interface (API).
- 5. Reduce or eliminate capital expenditures for product evolution/upgrades and enhancements related to communications services derived from UCaaS deployed platform.
- 6. Standardize and modernize Contact Center operations.

#### V. PROPOSAL SUBMISSION

- A. Proposal submission should be prepared in a straightforward and concise manner, identifying clearly and succinctly any deviations, service enhancements, and other differences that exist between the RFP and the proposed services and features to be provided. Emphasis should be placed on responsiveness to the RFP requirements, completeness, clarity of content, and conformance to the RFP instructions.
- B. Provide RFP response in the format and order listed below. Do not include any electronic submission such as CD's, DVD's or Flash Drives. Follow the response guidelines precisely. Tarrant County considers how well a respondent follows RFP instructions in evaluation of the responses.
  - Required Forms & Executive Summary (Tab 1): Do not add items such as headers or footers to these forms. Do not remake these forms into your own format.
    - a. Signature Form with signature.
    - b. Addendum Signature Form(s) with signature (if applicable).
    - c. Compliance with Federal and State Laws Form with signature.
    - d. References.

- e. Deficiencies and Deviations Form.
- f. HUB Certificate/Form for Disadvantaged Business Enterprises and HUB Certificate (if applicable). Please write N/A on the form if it is Not Applicable.
- g. Confirmation of meeting the required insurance for this RFP (a sample certificate will suffice).
- h. Price Forms: An Excel file has been provided for input of all pricing. These forms must be completed, printed and submitted in hard copy with proposal. Please see instructions for completion in Section VI.
- i. Executive Summary. Share your experiences (e.g. successes and challenges) with projects of this size and nature. Include reason(s) why your proposed solution is a best fit for the County.
- 2. Response to Specifications (Tab 2): Insert a "X" for your answer to each specification in the tables below and provide a detailed written response to the requests at the end of the tables for each section. Please follow the same numbering system that is used below.

PROD	PRODUCT SPECIFICATIONS							
1	Functional Specifications	Yes, included	Yes, included with customization	Future Release	No, not included			
1-1	The system MUST operate 24/7 with maximum possible uptime.							
1-2	The system MUST provide adequate storage for all records, in compliance with State of Texas Records Retention laws.							
1-3	System Must support E911 and comply with Kari's Law and Ray Baum's Act.							
1-4	The system MUST provide the capabilities to support CJIS compliance.							
1-5	The vendor MUST migrate/port all existing Direct inward dial (DID) at no cost and in stages, if necessary, to the new solution.							
1-6	The system MUST use industry-standard databases and data storage systems.							

PROD	PRODUCT SPECIFICATIONS, CONT.							
1	Functional Specifications	Yes, included		Yes, included with customization		Future Release		No, not included
1-7	The proposal MUST include notifications of updates of host operating systems to ensure compliance and security.							
1-8	The proposed price MUST include migration of current data to new Hosted Solution.							
1-9	The system MUST include a comprehensive user access control scheme. This should be designed as a Role-Based Access Control (RBAC) scheme.							
1-10	The system MUST include integration with Tarrant County's Active Directory for user authentication (hosted environments MUST use Tarrant County's Azure Active Directory as a source). This integration Must be the primary user authentication mechanism for all applications.							
1-11	The proposed price MUST include 24x7 technical support for all systems, including both call center and web portal options for reporting issues and receiving support.							
1-12	The proposal MUST include information on the patch deployment process, including opportunities for Tarrant County testing before patches are moved into production. This should also include the capability for scripted validation tests for routine testing.							

### <u>Provide a detailed written response to the request listed below for the proposed solution.</u> Please follow the same numbering system.

- 1.1: Provide detail as to how you maintain high levels of service reliability and availability. Please differentiate network architecture from systems architecture, while also including factors that are common to both. Include details on how the proposed service will be impacted in the event loss of connection to the UCaaS solution. For example, deterministic networks, quality of service (QoS), dedicated/private networks, peering agreements, monitoring, capacity planning, etc.
- 1.2: Describe any limitations the proposed solution has to this requirement.
- 1-3: Provide details on E911 support, maintenance of databases, processes for transferring location information, and processes for keeping location information updated.
- 1-4: Describe any limitations the proposed solution has to this requirement.
- 1-5: Describe any limitations the proposed solution has to this requirement.
- 1-6: Describe any limitations the proposed solution has to this requirement.
- 1-7: Provide details of monthly uptime targets, any recurring maintenance windows or tasks, notification procedures for planned downtime, SLA provisions in the event that uptime targets are not met, and details on the root cause of any significant service interruptions over the past two (2) years. Solutions that provide for higher planned uptime, along with appropriate provisions for system maintenance and security updates, will be preferred.
- 1-8: Describe any limitations the proposed solution has to this requirement.
- 1-9: Provide details on how user permissions are managed throughout the suite. A Role-Based Access Control (RBAC) system, utilizing permission assignment via configurable user roles, is strongly preferred.
- 1-10: Provide details on how the proposed system will connect to Tarrant County's Active Directory.
- 1-11: Describe any limitations the proposed solution has to this requirement.
- 1-12: Describe any limitations the proposed solution has to this requirement.

2	General Feature Specifications	Yes, included	Yes, included with customization	Future Release	No, not included
2-1	Automatic Number Identification (ANI) – Outbound ANI MUST be controlled and customizable by Class of Service (CoS) and by individual line. Inbound ANI data MUST be available to peripheral devices, including voicemail systems and analog extensions.				
2-2	System MUST supply dial tone to analog devices such as fax machines and speakerphones. (See Appendix A for current devices in use.)				
2-3	System MUST supply call logging and call detail recording (CDR).				
2-4	System MUST allow for basic features filtering – The ability to limit the quantity and type of end-user features provisioned to individual handsets is needed, such as courtesy phones in public areas.				
2-5	System MUST integrate with our hosted Microsoft Office 365 (Exchange) email environment for Voicemail/Unified messaging.				
2-6	System MUST allow voice-to-text transcription of voicemail messages-Provide example.				
2-7	System MUST allow for full capabilities of answering calls via desktop app, mobile device app or web-based interface (softphone).				
2-8	System MUST allow for unlimited, toll-free calling.				
2-9	System MUST allow for outbound toll calling blocking.				
2-10	System MUST work with onsite equipment utilized for paging / intercom. (refer to Appendix D)				

Gener	General Feature Specifications, Cont.							
2	General Feature Specifications	Yes, included		Yes, included with customization		Future Release		No, not included
2-11	System MUST allow for virtual faxing to single and multiple (group) recipient(s).							
2-12	System MUST allow sending encrypted virtual faxes.							
2-13	System MUST allow sending and receiving short message service (SMS) texting at no cost.							
2-14	The system MUST allow the users to customize their notification preferences for different messages.							

### Provide a detailed written response to the request listed below for the proposed solution. Please follow the same numbering system.

- 2-1 thru 2-14 List and describe any additional telephony features or functionality that the proposed solution offers that are not listed.
- 2-2: Provide details on the proposed solution will supply dial tone to analog devices.
- 2-3: Provide examples of how call logging and call detail recordings are enabled and retrieved.
- 2-4: Provide details on how the proposed solution will allow for feature filtering.
- 2-5 and 2-6: Provide example of voicemail notification and message received in Microsoft exchange.
- 2-7: Describe any limitations the proposed solution has to this requirement.
- 2-8: Describe any limitations the proposed solution has to this requirement.
- 2-9: Describe any limitations the proposed solution has to this requirement.

- 2-10: Provide details on how the proposed solution will integrate paging/intercom functionality through the IP handsets, IP speakers and IP horns into Tarrant County's current environment.
- 2-11 and 2.12: Provide examples of how to send and receive virtual faxes.
- 2-13: Provide examples of how to send and receive short messages (texting).
- 2-14: Provide examples of how the proposed solution allows for customization.

3	Contact Center and Interactive Voice Response (IVR)	Yes, included	Yes, included with customization	Future Release	No, not included
3-1	Speech level recognition MUST be at a minimum or consistent with basic IVR intonation. English, Spanish, Vietnamese and Burmese should be available as an option.				
3-2	Queue Callback Calls –Call back to the customer MUST allow the customer to input number to be called back.				
3-3	Web transactions — this includes, at a minimum: receive and respond to e-mail messages, text chat sessions, and instant messaging, co-browsing and online forums.				
3-4	Agent and supervisor call monitoring and recording via dashboard.				
3-5	Customizable supervisor and agent dashboards.				
3-6	Agent or supervisor ability to escape wrap up time.				

3	Contact Center and Interactive Voice Response (IVR)	Yes, included	Yes, included with customization	Future Release	No, not included
3-7	Call presence-agent status available to be viewed by a supervisor or agent.				
3-8	Call Barge				
3-9	Call queue agent routing:  A. Agent skills-based routing  B. Simultaneous-ring all phones  C. Uniform-deliver calls to the agent available for the longest time.				
3-10	Compatible with TTY service for the hearing impaired				
3-11	Outbound dialing campaign execution (See Appendix C for current campaigns)				
3-12	Interactive voice response system/self service  A. Auto attendant  B. Directory handlers  C. Self service  D. Customizable editor for work flows and access based upon privileges or security levels.  E. Prompt recordings and voice recognition of the following languages but not limited to: Spanish, English, Vietnamese, and Burmese.  F. Artificial Intelligence (AI)				

### <u>Provide a detailed written response to the request listed below for the proposed solution.</u> Please follow the same numbering system.

- 3-1 thru 3-12: List and describe any additional contact center and IVR features or functionality that the proposed solution offers that are not listed.
- 3-1: Describe any limitations the proposed solution has to this requirement.
- 3-2: Provide examples of the queue call back feature.
- 3-3: Provide examples of web transactions that are available with the proposed solution
- 3-4: Describe any limitations the proposed solution has to this requirement.
- 3-5: Provide example of dashboards available in the proposed solution.
- 3-6: Describe any limitations the proposed solution has to this requirement.
- 3-7: Describe any limitations the proposed solution has to this requirement.
- 3-8: Describe any limitations the proposed solution has to this requirement.
- 3-9: Describe any limitations the proposed solution has to this requirement.
- 3-10: Describe any limitations the proposed solution has to this requirement.
- 3-11: Provide examples outbound dialing campaign capabilities.
- 3-12: Provide examples Interactive voice response system/self service capabilities.

3.0	Contact Center and Interactive Voice Response (IVR) Analytics	Yes, included	Yes, included with customization	Future Release	No, not included
3-0.1	A. Real time information B. Average number of agents C. Average number of agents total calls accepted D. Total calls answered E. ACD calls offered F. Average answered G. Average abandoned H. ACD down time I. Average ACD talk time (seconds) J. Maximum calls answered K. Total ACD talk time (seconds) L. Total not ready time M. Total wait time in queue N. Total wait time before call back requested. O. Length of wait time before call back completed. P. Total wait time before beginning of text/chat session. Q. Total time in text/chat session R. Log of text/chat session dialogue.				
3-0.2	Call volume reports  A. Number of calls during each hour, B. Number of abandoned calls, C. Number of incomplete calls, D. Busy signals and rollovers, E. Length of calls, F. Percentage of calls answered and serviced vs. total calls received.				

3.0	Contact Center and Interactive Voice Response (IVR) Analytics	Yes, included	Yes, included with customization	Future Release	No, not included
3-0.3	Performance Reports A. System down time.				
3-0.4	Historical retention period of minimum 3 (three) years				
3-0.5	<ul> <li>IVR reports</li> <li>A. Number of key presses the caller has made in the IVR menu.</li> <li>B. Average time a caller spends in an IVR.</li> <li>C. Last IVR destination of the call (i.e. contact center, extension, etc)</li> <li>D. Quantity of outbounds calls attempted</li> <li>E. Outbound calling campaign dispositions (i.e. hang up, incorrect number)</li> <li>F. Outbound calling campaign length of calls</li> </ul>				

# <u>Provide a detailed written response to the request listed below for the proposed solution. Please follow the same numbering system.</u>

3-0.1 thru 3-0.5:	List and describe any additional contact center and IVR
	reports that the proposed solution offers that are not
	listed

- 3-0.1: Provide examples of ACD reports.
- 3-0.2: Provide examples of call volume reports.
- 3-0.3: Provide examples of performance reports.
- 3-0.4: Describe any limitations the proposed solution has to this requirement.
- 3-0.5: Provide examples of IVR reports.

- 3. **Respondent's Implementation Approach (Tab 3):** Describe your approach during the implementation of the proposed solution. Use the following to guide your response, if applicable.
  - Network Readiness Assessment
  - b. System Configurations
    - Onboarding Assessment(s)
    - Gap Analysis & Requirements Traceability
    - Implementation & Testing
    - Training
  - c. System Integrations
    - Available Application Programming Interfaces (API) to allow for future system integration with other information management system.
    - Data Transfer Protocols (e.g., XML, text, CSV, etc.)
    - Testing & Post Go-Live Support
  - d. Direct Inward dial (DID), Data and Document Migration
    - Initial & Delta Imports
    - Conversion/Migration Reports
    - Testing & Post Go-Live Support
  - e. Organizational Change Management
    - Operational Transition & Adoption Successful adoption of the technology into existing operational processes is essential.
      - The proposed solution MUST include a staging/test environment to test and validate updates without impacting the production systems.
      - ii. It is preferred that a staging environment include scripted validation tests for key system functions, so that Tarrant County staff can run the tests and validate that key functionality is available without developing test scripts manually.
      - iii. Include details on user training provided as part of system delivery. This training MUST include comprehensive documentation and train-the-trainer courses for all modules. Multi-media training materials are in addition to these requirements, not in replacement of them.

- The proposal should include information on the 3-5 year roadmap for the products. It is preferred that this include options for user input on roadmap items and prioritization.
- f. Ongoing Support & Maintenance
  - Discuss your support model. Include a description of support staff, roles and responsibilities, hours of operation, and escalation paths.
- 4. **Respondent's Project Management Approach (Tab 4):** Describe your approach to managing a project of this size and nature. Use the following to guide your response.
  - a. The Respondent agrees that a Project Manager or equivalent will be assigned to work collaboratively with the County's Project Manager or equivalent to ensure that the approved statement of work/contract is completed on schedule as well as within scope and budget.
  - b. Provide a high-level implementation project plan and project schedule depicting all activities, tasks, deliverables, and estimated durations relevant to the solution within a Gantt-style chart.
  - List any known risks that could impact the project schedule and/or your success during implementation as well as a recommended risk mitigation strategy.
  - d. Tarrant County reserves the right to reject, request revisions or approve the final project plan and project schedule during the project planning phase. It is the County's assumption that the chosen vendor can use and/or can deliver an editable Microsoft Project Schedule at the time of project execution. If this not true, include a description of the project management tool(s) you plan to use during the execution of this project.
  - e. To ensure that project team roles and responsibilities are known and understood, include resource requirements and/or expectations from Tarrant County in your proposal response. This may be depicted in the form of a RACI which identifies who is Responsible (R) for the activity, Accountable (A), Informed (I), or will Contribute or be Consulted (C) on the activity.

#### 5. Respondent's Contracts/Service Level Agreement (Tab 5):

- a. All vendor-required contracts and or agreements for the proposed services should be submitted with the response, including a proposed Statement of Work (SOW), Enterprise Agreements, Service Level Agreement (SLA), etc. All contracts and agreements will be preliminarily reviewed by Tarrant County in the evaluation process.
- b. The terms in this RFP document and the Vendor response to RFP document take precedence over all additional agreements between Tarrant County and the Vendor associated with this RFP.
- c. Prior to an award recommendation, Tarrant County and the vendor will review all contracts/agreements. The Vendor who appears to be successful in their proposal will have their contract(s) subjected to review by Tarrant County's Criminal District Attorney's Office.
- d. Failure of the Vendor to provide all applicable contracts in a timely and orderly manner may jeopardize award recommendation.
- e. The contract will be in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. The parties mutually consent to the jurisdiction of the federal and state courts in Tarrant County, Texas and agree that any action, suit or proceeding concerning, related to or arising out of this document will be brought only in a federal of state court in Tarrant County, Texas and the parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in federal or state court in Tarrant County, Texas.
- f. Arbitration between parties is not allowed.

#### VI. PRICE PROPOSAL INSTRUCTIONS

**PRICING:** 

MUST be priced as simply and consistently as possible. The pricing below MUST be All-Inclusive (comprised of all direct and indirect pricing). Pricing MUST remain firm for the entire term of the contract. **Note: The values entered will be used for price comparison calculations.** 

- 1. Tarrant County has provided an Excel Spreadsheet (Price Forms) where respondents <u>must</u> submit their pricing and answer related questions. Input responses in <u>green</u> cells only. <u>Note:</u> <u>You will need to enable macros</u>.
- 2. Use the information included in this RFP document, Appendices A thru D, and the Price Forms spreadsheet as the basis for your pricing.
- 3. Respondent <u>must</u> complete all six (6) tabs in the Price Forms spreadsheet, print the completed sheets, and submit them <u>in a separate sealed envelope with RFP response.</u> <u>Failure to complete, print, and return all six (6) tabs of the Price Forms spreadsheet will deem the response as non-responsive and it will not be evaluated.</u>
- 4. Details on required entry:
  - a. <u>Pricing Summary tab</u> This tab is a summary page and all prices are populated based on values entered by Respondent on other tabs.
    - Enter Respondent Name (Cell 01) on this tab.
  - b. **Bundle Requirements and Pricing tab** Tarrant County has listed the **required services and features** on this tab.
    - 1) Column C: <u>Enter</u> your response to the question: Is this Service or Feature included in your Bundle? <u>Note:</u>

      <u>If you answer "No-Unavailable" to any of the services and features, your company will not be eligible for award.</u>
    - 2) Column D: You <u>must Enter</u> the recurring monthly price for Services and Features that you answered "No, Optional" to in Column C. Note: This pricing will be added to the total monthly recurring charges for the Bundle.
    - 3) Column E: **Enter** your response to the question: Can this Service or Feature be demonstrated in a Prototype Environment? (See RFP Document, Respondent's Implementation Approach 3.e.i.ii.)
    - 4) Column F, Rows 11, 55, 101, 146, and 191: For each Bundle type, <u>Enter</u> your recurring monthly Bundled price for services, features and SIP trunks only. This pricing <u>does not</u> include the handset or maintenance. This price includes all services and features for which you answered "Yes, Included in Bundled Price" in Column C. Tarrant County understands that the sites differ in complexity and size. The price provided by the Respondent <u>must</u> be a single price.

- c. <u>Monthly Recurring Pricing tab</u> This tab is a summary of the monthly charges for each bundle type and requires that you enter a monthly price for Additional Monthly Charges (Recurring).
  - Sections A.1 A2 are summaries of the prices entered on the Bundle Requirements and Pricing tab.
  - 2) Section A.2, Column B: <u>Enter</u> the recurring monthly price for Section A.3 Additional Charges (Monthly Recurring).
- d. Migration and Implementation Services tab Enter the estimated hours and a fixed price per hour for all professional services required to implement your proposed solution. The fixed price must be an All-Inclusive Price comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, food, equipment, materials, supplies, managerial support, assessment, startup costs, etc. If any of these services are included at no additional charge, enter "zero" for that item.
- e. Professional Services tab Enter an hourly rate to be used if additional Professional Services are required outside the initial scope of work. This will be the contract rate that <u>must</u> be firm for the entire sixty (60) month term of the contract. The price <u>must</u> be an All-Inclusive Price comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, food, equipment, materials, supplies, managerial support, assessment, startup costs, etc.
- f. Optional Pricing tab This tab should only include items not included elsewhere on the Price Forms spreadsheet. Section D.1 and D.2, Enter the description and pricing for all optional services and features that you think Tarrant County may be interested in purchasing for the 60 month term of the contract. Section D.3, Enter a description and pricing for optional hardware and software that you think Tarrant County may be interested in purchasing during the initial deployment. Section D.4, Enter the manufacturer name and percentage discount off of the manufacturer's suggested retail price for purchases after the initial deployment.

#### VII. PROPOSAL EVALUATION AND AWARD

A. Respondents shall have NO contact regarding this RFP with any known member of the Evaluation Committee, member(s) of the Tarrant County Commissioners Court or their staff, or any other Tarrant County elected officials or their staff, prior to award. Any contact regarding this RFP may result in the Respondents' disqualification and removal from consideration by the Tarrant County Commissioners Court. Contact may be initiated by the Tarrant County Purchasing Department for purposes of evaluation and clarification. The only contact should be facilitated by the Tarrant County Purchasing Department.

#### B. Approach:

- 1. The Tarrant County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist or representatives from various County Departments.
- 2. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractor(s) in the evaluation of proposals as the County deems necessary.
- The County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating evaluation phases.

#### C. Evaluation Criteria Phase 1:

1.	Specifications (Tab 2)	600 points
2.	Project Implementation & Management (Tab 3 & 4)	100 points
3.	Price	300 points
	TOTAL	1000 points

#### D. Evaluation of Price:

- 1. Responses will be evaluated separately to score the Price Proposal.
- 2. The Respondent who submits the lowest total price will receive the maximum price score of 300 Points.
- The Price section will be scored using the following formula: Lowest Total Price Proposal / Respondent's Total Price Proposal) x 300. Maximum Price Points: 300 Points

#### E. Vendor Presentations and Demonstrations (Phase 2):

- Select respondents will be asked to demonstrate their solution. Respondents MUST be prepared to give virtual presentations (demos) as an alternative to in-person (live) presentations (demos). Tarrant County reserves the right to select whether presentations will be in-person (live) or virtual. All costs associated with demonstrations are the sole burden of the Respondent.
- 2. The respondent MUST receive a minimum score of 350 out of 700 Points for Specifications, Implementation, and Project Management (does not include price scores) to be considered for the vendor presentation and demonstration phase (Phase 2) of the evaluation. **Note**: Scoring 350 out of 700 Points in Phase 1 does not guarantee that the respondent will be invited to Phase 2. Tarrant County will look for a natural break in the scores to determine which respondents will proceed to Phase 2.
- 3. Evaluation Scores for Phase 2 will override the Scores for Phase 1. Scores for this phase will be based on the following criteria.

#### F. Evaluation Criteria Phase 2:

1.	Specifications (Tab 2)	200 points
2.	Project Implementation & Management (Tab 3 & 4)	50 points
3.	References	200 points
4.	Price	300 points
5.	Demonstrations	250 points
	TOTAL	1000 points

#### G. Contract Negotiations:

- 1. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from the Criminal District Attorney' Office and other County Departments.
- 2. The County reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the County. The County is under no obligation to pursue Contract Negotiation.

#### H. Best and Final Offer (BAFO):

- 1. The Respondents with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee.
- Tarrant County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).
- 3. In the event, the County elects not to pursue BAFO(s), Contract Negotiation will be conducted based on the final rankings previously described.



#### TARRANT COUNTY

# HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

<u>Certified HUBs</u> includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

<u>Businesses</u> include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

<u>Statutory bid limit</u> refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

#### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  - 1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  - 2. The goals should be reviewed and amended periodically.
  - 3. The program may apply to all County procurements including construction and professional services.
  - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
  - Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  - 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

#### IV. ADMINISTRATIVE GUIDELINES

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

#### 510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)
Amended: Court Order 69958 (December 7, 1993)
Amended: Court Order 99651 (December 28, 2006)
Amended: Court Order 127875 (June 19, 2018)

#### FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

<u>Disadvantaged Business Enterprises (DBE)</u> are encouraged to participate in Tarrant County's Proposal process. The Tarrant County Purchasing Department will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047 OR
Austin, Texas 78711-3047
(512) 463-5872

North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, Texas 76011 (817) 640-0606

### IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH PROPOSAL.

COMPANY NAME:		
REPRESENTATIVE:		
ADDRESS:		
CITY, STATE, ZIP:		
TELEPHONE NO	FAX NO	
Indicate all that apply:	Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise	

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

#### TVORS REGISTRATION

An important part of doing business with Tarrant County is to sign up in our free Tarrant Vendor Online Registration System (TVORS).

TVORS is a web-based vendor registration program that is designed to be an easy-to-use, self-service application that allows vendors to establish and maintain their own company and certification data for the purpose of bid notification and information.

TARRANT COUNTY TARRANT Vendors that would like to receive bid opportunities from Tarrant County are encouraged to register in TVORS. Vendors are responsible to keep contact information current in TVORS so as to facilitate bid notifications from Tarrant Changes to TVORS contact information DOES NOT affect vendor information pertaining to Purchase Order or Remit To addresses. If you have already registered with TVORS, please There are four steps to the TVORS registration go ahead and login. process. You will have the option to save your work after the completion of each step. You may then login to your TVORS account at anytime to make Password: changes or to complete the registration process. Keep me signed in on this computer unless I sign out. You must complete all mandatory information in order to be considered for bid opportunities from VENDOR LOGIN Tarrant County Purchasing. If you have forgotten your password, enter your To complete your TVORS registration, you will go email address below and click the Forgot Password through the following steps: button. We will send you an email including your User ID and password. STEP 1: Enter company data Email Address: STEP 2: Enter commodity/service codes (NIGP) Failure to select NIGP code(s), could result in FORGOT PASSWORD improper bid notification or no notification at STEP 3: Enter user data (if applicable) STEP 4: Enter certifications (if applicable) If you have any questions during your registration, please call (817) 884-1414 or email . TVORS@TarrantCounty.com. To begin the registration process, please click the button below. VENDOR REGISTRATION

https://tvorspublic.tarrantcounty.com/

After registering, be sure to email or fax all copies of your current HUB/MBE certificate(s) to <a href="mailto:tvors@Tarrantcounty.com">tvors@Tarrantcounty.com</a> or (817) 884-2629, respectively.

**Already Registered?** Please log into your profile to make sure all contact information is correct, then check the *Data Verified* box at the bottom of the *Company Data* Section of your profile.

Contact Teresa Lobacz, Tarrant County HUB Coordinator, at the email above or at (817) 884-1414 if you have any registration questions.

#### **REFERENCES**

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this Proposal. Tarrant County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply the required references <u>will</u> deem Respondent as non-responsive and will not be considered for the award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

	REFERENCE ONE
GOVERNMENT/COMPANY NAME:	
CONTACT PERSON AND TITLE:	
E-MAIL ADDRESS:	
SCOPE OF WORK:	
	REFERENCE TWO
GOVERNMENT/COMPANY NAME:	
ADDRESS:	
ADDRESS:CONTACT PERSON AND TITLE:	
ADDRESS:CONTACT PERSON AND TITLE:TELEPHONE NUMBER:	
ADDRESS:CONTACT PERSON AND TITLE:	

REFERENCES MUST BE RETURNED WITH PROPOSAL!

#### **REFERENCES**

REFERENCE THREE
GOVERNMENT/COMPANY NAME:
ADDRESS:
CONTACT PERSON AND TITLE:
ELEPHONE NUMBER:
-MAIL ADDRESS:
SCOPE OF WORK:
CONTRACT PERIOD:

REFERENCES MUST BE RETURNED WITH PROPOSAL!

### SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this Proposal.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. *Failure to sign and return this form will result in the rejection of the entire Proposal.* 

Signature	X
Authorized Representative	
Legal Name of Company	Date
Street Address	Printed Name of Authorized Representative
City, State and Zip	Title of Authorized Representative
Telephone Number	Fax Number
E-Mail Address	
AFTER HOURS EMERGENCY CONTACT:	Name:
	Tel. No.

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND SIX (6) COPIES MUST BE RETURNED WITH PROPOSAL!

PAGE 38 OF RFP NO. 2023-072



Did you sign and submit all required forms?

If not, your Proposal will be rejected!

COMPANY IS:
Business included in a Corporate Income Tax Return?YESNO
Corporation organized & existing under the laws of the State of
Partnership consisting of
Individual trading as
Principal offices are in the city of
Unique Entity Identifier (UEI) Number:
CAGE Code:

#### **COMPLIANCE WITH FEDERAL AND STATE LAWS**

#### **CERTIFICATION OF ELIGIBILITY**

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

# RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

#### **DISCLOSURE OF INTERESTED PARTIES**

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

### VENDOR IS <u>EXEMPT</u> FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

#### If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

#### **Vendor is NOT EXEMPT and Certifies as follows:**

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by <u>87<sup>th</sup> Legislature S. B. 13)</u>, Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by <u>87<sup>th</sup> Legislature, S. B. 13)</u> and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

#### COMPLIANCE WITH FEDERAL AND STATE LAWS

<u>Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.</u> In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87<sup>th</sup> Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship; (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Her	eby Certifies (Mark Applicable Certification):  Vendor is EXEMPT from Certification as set out above.	
	Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certification at the set out above, and Vendor Certification and the set of the set o	will
Signa	ature X	

THIS FORM MUST BE **SIGNED**.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND SIX (6) COPIES MUST BE RETURNED WITH PROPOSAL.

#### **DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in the Proposal. Unless specifically listed, your response will be considered to be in FULL complian with this Proposal. Respondent assumes the responsibility of identifying all deficiencies at deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at additional expense to Tarrant County.	

THE ORIGINAL AND SIX (6) COPIES OF THIS FORM SHOULD BE RETURNED WITH PROPOSAL!

### **NO-BID RESPONSE**

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

	Could not meet specifications.
	Items or materials requested not manufactured by us or not available to our company.
	Insurance requirements too restricting.
	Bond requirements too restricting.
	The scope of services not clearly understood or applicable (too vague, too rigid, etc.)
	The project not suited to our organization.
	Quantities too small.
	Insufficient time allowed for preparation of bid/proposal.
	Other (please specify).
\	an Managara
	or Name:
Conta	ct Person:
Telepl	hone:
Email	
Please	e send your response to:

Tarrant County Purchasing Department 100 E. Weatherford, Suite 303 Fort Worth, TX 76196-0104

Please cut out and affix to the outside of your response package

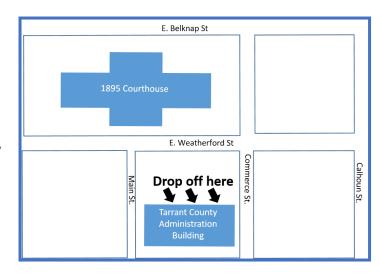
# TARRANT COUNTY SEALED BID/PROPOSAL/RESPONSE

RFP No. 2023-072

RFP FOR ANNUAL CONTRACT FOR UNIFIED COMMUNICATIONS AS A SERVICE

Due Date: MARCH 6, 2023 at 2:00 PM. CST

Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104



**Street View** 

Building View

