REQUEST FOR PROPOSAL - PHONE SYSTEM

SPECIFICATIONS

INTRODUCTION

This Request for Proposal (RFP) is being issued by the City of Bluefield for the purpose of procuring hardware and software solutions for an IP based phone system for multiple locations of City offices. The purpose is for the procurement of services, software and hardware in order to provide for efficiency in telecommunications throughout these offices. The successful proposing firm will have experience in furnishing, maintaining, and installing such systems for government entities and other organizations of similar size and complexity in the region, and have the staff capacity and expertise to do so for the City of Bluefield.

An RFP is used for procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the offeror offers a solution to the objectives, problems, and needs specified in this RFP, and defines how it intends to meet (or exceed) the RFP requirements.

The City of Bluefield welcomes suggestions related to design, setup and configuration of the phone system to insure proper redundancy, thereby minimizing downtime and future issues.

The information contained in this RFP is a suggested configuration. The City of Bluefield would invite the vendor’s suggestions for an improved and/or a more cost effective solution. Any model, brand, or specification listed in this request establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the City of Bluefield at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer’s specifications, industry literature, and/or any other relevant documentation demonstrating the quality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor’s bid.

1.0 PROPOSAL FORMAT

Four signed proposals shall be submitted in a sealed envelope to the advertised location. The sealed envelope shall be identified on the face with the following:

- Name and address of the Firm
- Project Name
- Date and time proposal is due
- Mailing address for delivery to the City of Bluefield

Proposals shall be as thorough as necessary to establish firm's ability to complete the project in a timely and successful manner.
All proposals shall address the following information:

- Cover letter from an authorized individual who can commit to the terms and conditions of the proposal.
- A description of the firm, its background, and present location of business. The description shall include a list of corporate officers, names of partners if partnership, or members if a limited liability company.
- A statement of qualifications to demonstrate capability of performing and completing the requested services.
- A summary of current projects being performed by the firm.
- A breakdown of typical project clients (private development, government, etc.)
- A summary of previous projects and clients of work conducted in or near the City of Bluefield and/or Mercer County, WV.
- A list of at least three references for which the firm has performed work within the past two years substantially similar to this project. Include the client name, address, contact person, phone number, and project name or identification number.
- A technical summary of the included Scope of Services outlining the work to be performed, summarizing the proposed work effort, and indicating any proposed modifications to the Scope of Services. Suggested modifications shall include a description of the change to the design services.
- The names, job classifications, and experience of all personnel who shall be assigned to this project.
- A list of any subcontractors to be employed on this project, which shall include all information, required of the submitting firm.
- The firm's single point of contact through proposal acceptance. The City of Bluefield shall communicate solely through this contact regarding all issues of acceptance. A correct e-mail address, postal address, phone number, and fax number shall be provided for the point of contact.
- A price proposal that includes the price for services provided under the Contract, and shall be signed by an individual authorized to bind the Proposer contractually.

2.0 PROPOSAL SUBMISSION

A Pre-Proposal Meeting will be conducted at 2:00 P.M., Wednesday, November 12, 2014 in the Conference Room of the City Administrative Offices, 200 Rogers Street. This will be a mandatory conference for clarification of any questions on the project scope of work, specifications, and site conditions. Inspection of the sites may be included at the end of this meeting. All prospective bidders must attend in order to submit a proposal. Pre-proposal meeting attendees will be required to sign in as a record of their attendance. Failure to attend this meeting will result in your proposal being deemed non-responsive, and the proposal will be rejected. During the site inspection phase, the City will point out specific job conditions, which may be difficult to describe. Questions that require additional clarification will be covered by an addendum, which will be issued following the Pre-Proposal meeting.
Proposals shall be submitted by 3:00 P.M., Tuesday, November 25, 2014 to the following address:

City of Bluefield  
Attn: Billy Hester  
PO Box 4100  
200 Rogers Street  
Bluefield WV 24701

Deadline changes and any addenda shall be transmitted by e-mail and/or U.S Postal mail to all registered holders of the Request for Proposal. Request for a copy of the RFP does not commit the holder to submit a proposal.

Submittal of a proposal indicates acceptance by the proposer of the conditions contained in this request. The City of Bluefield reserves the right to reject without prejudice any or all responses. The City of Bluefield reserves the right to waive formalities and negotiate with any proposer. The City of Bluefield reserves the right to amend the specifications of this Request for Proposals and request new and/or updated proposals at any time prior to award of contract.

The City shall select the best proposal based upon the evaluation criteria.

Proposals shall be valid for ninety (90) days following the opening date. No proposal may be withdrawn or changed during this period.

Submitted proposals shall be available to the public for review for a period of ten (10) days after award of contract.

3.0 FOREIGN CORPORATIONS

Proposals of corporations not incorporated in the State of West Virginia must be accompanied by proper certifications that such corporation is authorized to do business in the City of Bluefield, West Virginia. Failure to include such documentation may result in the proposal being deemed non-responsive and rejected.

4.0 COMPETENCY OF FIRM

The City shall make such investigations, as it deems necessary, to determine the ability of the proposer to perform the services required by the Scope of Services. Upon request, the proposer shall furnish evidence satisfactory to the City that it has the necessary facilities, ability, and financial resources to fulfill the project’s Scope of Services.

5.0 EXCLUSIVITY REQUIREMENT

It is the intent of the City that the successful offeror shall be independent from other professionals assigned to this project. Selected firms or individuals will be expected to provide an agreement of exclusivity to ensure non-concurrent representation of or affiliation with the development firms, developers, engineering firms, or other entities involved in development applications within the City of Bluefield. The City reserves the right to reject any proposals where conflicts may exist.

6.0 DESCRIPTION OF CURRENT TECHNOLOGY

The City of Bluefield is currently using a Nortel phone system. The Nortel system has reached the end of its life cycle. The phone system is in multiple City offices:
7.0 SCOPE OF SERVICES

- Proposals shall assume that the vendor will provide the labor to design, furnish, install and provide administrative and end user training.

- It is suggested that one system be employed at the City of Bluefield Administration Offices with connectivity to all other functional departments and City of Bluefield offices.

- The phone system must include all the standard feature sets for a typical phone system including, but not limited to, caller ID display, intercom, voicemail services, call recording and integration with various computers as well as Microsoft Outlook.

- All materials and equipment supplied to the City of Bluefield must be new and unused. The contracted firm shall supply all of the necessary hardware, software, licenses, maintenance, and warranties (per the BOM) for the IP phone solution; the installation and configuration of the hardware and software; training of employees; and training for the IT staff to ensure that QoS and the IP solution is successfully deployed.

- The contracted firm shall validate the data and voice environments; develop a detailed design (including system, dial plan, and QoS design for the IP phone solution; and develop a Bill of Materials (BOM) for hardware, software, licenses, maintenance, and warranties.

- Post-Implementation Training and Support – involves post-implementation system training and 50 hours of post-implementation support to be used for issue resolution and follow-up, as needed.

- Once the phone system is installed and setup the City of Bluefield would prefer to maintain the system in-house, performing basic setup of extensions and voicemail as needed without a call for further support.

8.0 SYSTEM REQUIREMENTS

The City is seeking a ShoreTel phone, or equivalent IP based phone system. The system and applicable related components shall meet the following criteria:

- **Modular** – The system shall be modular such that the City of Bluefield can enable and/or add additional features, as needed.

- **Scalable** – The system shall be able to scale to meet the City of Bluefield enterprise size requirements.
- **Redundant** – The system shall be capable of providing highly redundant services to the City of Bluefield, the City of Bluefield Police Department and the City of Bluefield Fire Department.

- **Reliable** – The system shall be tested and proven to be reliable with the ability to make and receive telephone calls, which is considered to be a mission-critical function.

- **Interoperability** – The system shall be capable of integrating with the City of Bluefield’s existing network infrastructure.

- **Secure** – The system shall provide secure method(s) for administration via local/remote logon, administrative software, and/or web interface. Additionally, the system shall support secure/encrypted signaling and media transmission.

- **Recoverable** – The system shall support backup and the restoration of operations. Backup operations shall be automated such that the most recent copy of data can be restored (e.g., system crash, disaster recovery, etc.).

- **Reporting** – The system shall have reporting capabilities that include but are not limited to detailed call reports, infrastructure performance, etc...

- **Voicemail** – The phone system must include a voicemail system for all extensions as well as mailboxes for employees that have no extension. A minimum of 200 mailboxes would be required. A minimum 12-port voicemail system is required. Once the initial voicemail system is configured, the City of Bluefield would like to be able to maintain it, setup new voicemail boxes or remove voicemail boxes. The voicemail system needs to forward the appropriate message recording to each user via email and/or other electronic transmission when received.

- **Call Recording** – The phone call recording system will also provide the Police Department with services in their dispatch center. At the same time, it may be necessary to record calls received by any phone system user.

  The City of Bluefield requires all incoming and outgoing traffic from the Police Department PRI trunk (main PD numbers only), along with Bluefield Police Department radio traffic, be recorded automatically. (The radio traffic requires one (1) analogue channel)

  Additionally, The City of Bluefield would like to have the ability to press a button on the handset that will record the current call and forward it to the user in an electronic file via email or some type of electronic transmission.

- **N+1 Redundancy:** Because the proposed phone system is also for the Police Department (a 24x7 operation), the phone system must have built in hardware/software redundancy. It is suggested that if there were a hardware failure at the Police Department or a failure at the Administrative offices, the other system would be able to handle all call traffic for both systems until the other system comes back online. This transition needs to be immediate and transparent with minimal initial user intervention.

- **Management and system software virtualization:** The City of Bluefield employs VDI solutions whenever possible. A preference would be given to a solution where the management and system software could be utilized in a virtual setting.
- **Mobility:** The new phone system needs to employ mobility services where each user could forward their calls to voicemail, another extension or another number or any combination of them. Additionally, a system where multiple extensions or phone numbers could ring at the same time would be preferred.

- **Call Accounting:** The City of Bluefield would like to have a call accounting system to include but not limited to tracking incoming and outgoing calls, length of time spent on a call, numbers called, extensions called as well as customized reports for all call accounting.

- **Integration with computers and Outlook:** The City of Bluefield uses Windows based PC’s. A preference would be given to a system where calls can be made from the users’ computer by either highlighting a phone number on the computer screen or through Microsoft Outlook. The system needs to support Outlook 2003 and above. The City of Bluefield uses hosted email services. Additionally, The City of Bluefield would prefer a system that can allow each user to know other users presence and/or status.

- **Intercom:** The phone system shall allow for communication between any phone numbers as well as any connected extension and voicemail.

- **Service and Warranty for 3 years:** The proposal needs to include all licensing and appropriate hardware and software support for the initial 3 years. Costs involved beyond the first 3 years need to be disclosed but not included in the initial pricing.

### 9.0 HANDSET REQUIREMENTS

The following handsets are required at each location. All handsets for each location must be a current production model.

- **City of Bluefield Administrative Office:**
  - (1) ShoreTel 655, or equivalent or better - conference room
  - (16) ShoreTel 480g, or equivalent or better - staff, reception

- **Fire Department #1:**
  - (2) ShoreTel 480g, or equivalent or better
  - (4) ShoreTel 420 or equivalent of better

- **Fire Department #3:**
  - (1) ShoreTel 480g, or equivalent or better
  - (3) ShoreTel 420 or equivalent of better

- **Police Department:**
  - (12) ShoreTel 480g, or equivalent or better

- **Parks & Recreation**
  - (3) ShoreTel 480g, or equivalent or better
  - (1) ShoreTel 420 or equivalent of better

- **Public Works**
  - (2) ShoreTel 480g, or equivalent or better
  - (2) ShoreTel 420 or equivalent of better
10.0 TRUNKING AND HARDWARE REQUIREMENTS

The City of Bluefield will have (1) PRI trunk(s) located in the City Administrative Offices. The suggested equipment for this building is:

- City Hall Includes Police and Fire
  - SG220T1A
  - 1 x 48 port POE switch
  - 2 x 24 port POE switch

- Parks and Recreation
  - SG30
  - 1 x 8 Port POE switch

- Public Works
  - SG30
  - 1 x 8 Port POE switch

- Cumberland FD
  - SG50
  - 1 x 8 Port POE

11.0 ANALOGUE EXTENSION NEEDS

City Administrative Offices
  (3) Analogue extensions

Police Department
  (4) Analogue extensions

Fire Department #1
  (1) Analogue extensions

Fire Department #3
  (1) Analogue extensions

Parks and Recreation
  (1) Analogue extensions

Maintenance Garage
  (1) Analogue extensions

12.0 ADDITIONAL HARDWARE, SOFTWARE, LICENSING

The City of Bluefield is looking for a complete solution. The awarded vendor should provide in their proposal any additional hardware, software and licensing in support of the entire phone system (i.e. Microsoft Windows servers, voicemail server(s) etc., appropriate licensing for the proposed phone system).

13.0 MAINTENANCE PLAN REQUIREMENTS

The awarded vendor shall provide the City of Bluefield with a response time for all system related service calls. The response time shall not exceed two (2) hours from the time the initial service call is placed.
The awarded vendor shall also provide the City of Bluefield with a timeframe as to how long it will take to resolve the issue.

The vendor shall also provide the City of Bluefield with a history report containing all system related issues and resolutions.

The vendor shall provide the City of Bluefield with an annual maintenance plan that can be utilized 24 hours a day, 7 days a week, and 365 days a year.

The vendor shall have sufficient inventory levels of critical electronics on hand in the event that there is a failure of the IP phone system.

14.0 PROPOSAL FORMAT

Each offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the offeror in examining the documents.

Each bidder shall demonstrate its ability to timely deliver the requested IP phone solution.

The City of Bluefield reserves the right to request verification, validation or clarification of any information contained in a proposal.

The City of Bluefield reserves the right to waive any informality in a proposal.

Specific Technical Requirements:

The proposal should demonstrate the qualifications of the bidder and of the particular staff to be assigned to this proposal.

Prior work of the same nature with other governmental entities should be listed with a copy of the contact. Please include the date of the project, name of contact, phone number of the contact person and address.

The proposal should set forth a work plan, including a timeline that specifies the implementation schedule of the project.

The bidder shall include a detailed description of the annual maintenance plan relating to the proposed IP phone solution.

15.0 PROPOSAL EVALUATION CRITERIA

Proposals shall be as thorough and detailed as possible so that the City of Bluefield may properly evaluate the capabilities of respective firms to provide the required services. The City of Bluefield will look at the complete package suggested by each offeror. The proposals will be evaluated in accordance with the criteria listed below:

- Total cost of ownership for 3 years – 25%
  This shall include the overall system cost, cost for each system, including interfaces to other systems, license fees, modification costs if denoted to satisfy a requirement, implementation, training and support services costs, Annual System maintenance cost for 5 years broken out by the yearly cost, and other anticipated costs (i.e. travel, training, integration, etc.) All pricing information will be considered
confidential and will be provided only to individuals associated with the project until such time as a contract is awarded and signed.

- Offeror’s total years of experience in phone/mobility services – 25%
- Additional features, as well as functionality of proposed IP solution – 20%
- Meeting technical requirements of proposed system – 25%
- Overall completeness, clarity and quality of proposal – 5%

16.0 COMPETITIVE NEGOTIATION

This request for Proposal indicates, in general terms, the nature of the program and services being sought.

The specific requirements for the contents of proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors other than costs.

17.0 AWARDING OF CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City. The City reserves the right to award multiple contracts for various services if deemed necessary. The successful firm must be willing to enter into a general services contract with the City.

The evaluation process shall be based upon the evaluation criteria stated in the Request for Proposals. A selection committee shall review the proposals submitted.

Proprietary information from competing offerors shall not be disclosed to the public or to the other competitors; provided that the offeror identifies such proprietary information and requests confidentiality.

Negotiations shall then be conducted beginning with the firm ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to the offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations shall then be conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

The City reserves the right to reject any and all proposals submitted, and to waive any informality in the proposals. The rights are also reserved to award the contract where it appears to be in the best interest of the City of Bluefield.

18.0 PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection.
19.0 ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

20.0 LICENSES AND PERMITS

In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office and the West Virginia Tax Department. Upon request, the Vendor must provide all necessary releases to obtain information to enable the City of Bluefield to verify that the Vendor is licensed and in good standing with the above entities.

In addition to anything required under the section entitled Licensing and Permits, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to contract award, in a form acceptable to the City of Bluefield.

- City of Bluefield Business License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

The Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity requested within this RFP; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

21.0 INDEPENDENT CONTRACTOR

The Contractor shall provide to the City a copy of their valid West Virginia Contractor’s License.

The Service Provider understands and agrees that its relationship with the City arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the City and are, therefore, not entitled to any benefits. The Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

22.0 ANTI-DISCRIMINATION

By submitting their proposals, bidders certify they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

During the performance of the contract, the Service Provider agrees as follows:

a. The Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, other basis
prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Service Provider. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Service Provider agrees to provide a drug-free workplace for the Service Provider's employees; to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Service Provider’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Service Provider that the Service Provider maintains a drug-free workplace. For the purpose of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a Service Provider in accordance with this procurement transaction.

The Service Provider will include the provisions of the foregoing paragraphs a, b, c and d in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

23.0 COMPLIANCE WITH FEDERAL IMMIGRATION

The Contractor does not, and shall not during the performance of the Contract for goods and services in the State; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24.0 COMPLIANCE WITH STATE LAW

The Contractor shall comply with the Code of West Virginia pertaining to foreign and domestic businesses authorized to transact business in the state of West Virginia.

25.0 TERMINATION FOR CAUSE

The Contract may be terminated by the City upon five (5) days written notice to the Service Provider to the address first named above in the event of substantial failure or default of the Service Provider to perform in accordance with the terms hereof through no fault of the City.

26.0 TERMINATION FOR CONVENIENCE

The obligation to provide further services under the Contract may be terminated by the City for its convenience and not for cause upon fifteen (15) days written notice. Service Provider shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to termination and for which Service Provider is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.
27.0 NOTICE

Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the Cover Letter of this Request for Proposal.

28.0 NON-ASSIGNABILITY

Service Provider understands that the Contract is a contract with the personal services of Service Provider and that it is made by the City in reliance on Service Provider’s personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, the Contract is non-assignable by Service Provider without the express written advance permission of the City.

29.0 INSURANCE

Service Provider shall procure and maintain the general liability insurances shown below, with the City named as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Service Provider is legally liable. The Service Provider shall deliver to the City, upon execution of the Contract, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project. Insurance maintained shall at a minimum include coverage as:

- Comprehensive General Liability Insurance, naming the City as Additional Insured
- Automobile Liability, naming the City as Additional Insured
- Worker’s Compensation

30.0 AMOUNT OF INSURANCE REQUIRED

Comprehensive General Liability Insurance - $1,000,000 Minimum per Incident
Automobile Liability Insurance - $1,000,000 bodily injury and $1,000,000 property damage
Worker’s Compensation – As required by the State of West Virginia. The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers’ compensation insurance when required, and shall furnish proof of workers’ compensation upon request.

31.0 INDEMNIFICATION

Service Provider agrees to defend, indemnify and hold harmless the City for any and all actions, claims or disputes that may arise as a result of Service Provider’s negligence, any subcontractor’s negligence and/or any joint negligence of the City, Service Provider, or subcontractor.

32.0 ENTIRE CONTRACT

The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

33.0 STANDARD OF CARE

Service Provider shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar
locality within the State of West Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided. If the Service Provider fails to deliver and install the system in accordance with this proposal, it is understood, and the Service Provider hereby agrees, that the amount of $500 per day for a period of up to 90 days shall be deducted from the monies due the Service Provider for each intervening calendar day any work remains incomplete, not as a penalty, but as liquidated damages. However, the Service Provider shall not be liable if failure to perform arises out of causes beyond the reasonable control of the Service Provider and without the fault or negligence of the Service Provider (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.). After 90 days, the City of Bluefield reserves the right to mitigate agreement and cancel contract.

34.0 ENFORCEMENT

The Contract shall be governed by the laws of the State of West Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Mercer County, West Virginia.

PROPOSAL QUESTIONNAIRE

Vendor Background

1. Provide a brief history of company.

2. Does the vendor develop, sell, or support any software than IP solutions? If so, describe.

3. Provide a chronology of the company’s growth, heritage, staff size, and ownership structure.

4. Indicate whether the business is a parent or subsidiary in a group of companies

5. How many agencies are currently using the vendor’s IP solution?

6. Provide a contact name that is geographically nearest to the City of Bluefield and that is using the same system that is proposed.

7. Has the vendor ever been party to a buy-out, merger, or acquisition? If so, explain.

8. Has the company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?

9. Has the company or any company employee ever been named in litigation or arbitration related to the company’s products or services? If so, explain.

10. Describe how your company measures customer satisfaction for IP solutions, and customer service and support.

Vendor References

Provide at least three (3) references that are currently using the same system to the proposed solution. At least two (2) of these references must be customers who have used the system for two or more years. Include the following information:

- Agency name
- Address, city, state, zip
Contact information
Name, phone number, email
Years using system
Modules in use/handset used
Date of Project Commencement
Date of Project Completion

System Overview

1. Provide the name of the vendor providing each controller/module or service in your proposed solution. The information should reflect any third party vendors proposed for this project.

2. Provide a detailed overview of the proposed system.

3. Discuss all system modules, describe the administrator interface.

4. Describe the system’s customization capabilities.

5. Describe the backup and restoration capabilities for your system, including the amount of automation available for routine backups.

6. Do backups require any portion of the system to be offline or actively removed for LIVE environment or placed into a degraded mode of operation for routine backup? If so, please describe.

7. Can City Administrators easily establish security privileges and permissions within the system? If so, please describe.

8. Can the system created supply both preformatted and ad hoc reports? Describe the system’s reporting capabilities.

9. Is the proposed system developed with a widely accepted development environment? Please describe all development languages utilized, including any proprietary toolsets.

10. Please describe all third-party software required or recommended for the solution you are proposing.

11. Describe the system’s integration with handsets, wireless headsets, or any other components.

Implementation

The proposer shall provide a project schedule that depicts the start and stop dates and logical relationships for all tasks and which shows major project events and milestones. The project schedule shall begin with a City of Bluefield Notice to Proceed, and shall end upon final system acceptance. The project schedule shall include all project tasks performed, including all tasks that are the responsibility of the City of Bluefield as part of the implementation process.

The vendor must outline a preliminary schedule for the implementation of their proposed system. The vendor must indicate the timeframe in which they are capable of installing the system and having it fully operational. These dates must be subject to change based on the City’s requirements.
- System Implementation – Length of time required from contract signing
- Preliminary Acceptance – Length of time required from completion of System Implementation
- System Training Begins – Length of time required from Preliminary Acceptance
- System Goes Live – Length of time from start of Training
- System Acceptance – Length of time from cutover to Final Acceptance

1. Describe the typical implementation process for a project of this scope, including the roles of key members of the implementation team.

2. Discuss the process to port over numbers by department, keeping in mind that the City will need to stay operational during the implementation process.

3. Include the resume of the Project Manager assigned to this project.

4. Provide a project organization chart.

5. What tools are employed by the implementation team to collaborate with the City regarding project milestones? Describe/attach the proposed implementation schedule with key activities and estimated milestones and deliverables.

6. Has the vendor ever failed to complete an implementation? If so, describe.

To ensure that the system purchased is the most beneficial to the City of Bluefield, a functional test may be required before departmental rollout. Proposers must be prepared to conduct such tests for the proposed system upon notification by the City of Bluefield. Adequate preparation times will be provided.

**User Licenses**

1. Describe the proposed licensing structure (handsets, extensions, voicemail, user, concurrent, Conference Bridge, etc.).

2. Provide the following information for each proposed component that requires a license. (Add rows as needed)
   - Licensed component or module
   - License Type (user, voicemail, extension, etc.)
   - Number of proposed licenses

3. If the City would expand, or incorporate other buildings, will there ever be any additional charges for extensions, voicemail, licenses etc.?

4. Detail all licensing requirements.

5. Provide a sample of the proposed License Agreement.
Warranty, Maintenance, Support, and Reliability

The City of Bluefield intends to enter into a relationship with a vendor that can maintain the latest IP phone system functionality for the City, with minimal disruption. Proposers must provide sufficient detail for the City to fully consider future costs rather than any substantial future costs.

Warranty

1. What is the length of the warranty? When does the warranty begin?
2. Does the warranty include both maintenance and support services?
3. Describe internal performance metrics used to quantify key customer support responsiveness, such as: issues resolved on first call, average call duration, average time to reach issue resolution, etc.

All equipment, software, and services furnished by the vendor under the resulting contract shall be warranted free from defects in material and workmanship, and shall conform to this RFP and the Vendor's response thereto, with any and all exceptions agreed to by the City of Bluefield. In the event any such defects in equipment, software, or services become evident within the warranty period, the vendor shall correct the defect by (1) repairing any defective component of the equipment; (2) otherwise correcting any reproducible and/or recurring software defects; or (3) redoing the faulty services. The vendor is responsible for all charges incurred in returning defective parts to the vendor's, subcontractor's, or suppliers' plants, and in shipping repaired or replacement parts to the City of Bluefield. Labor to perform warranty services will be provided at no charge during the warranty period. Thereafter, the City of Bluefield will provide the maintenance and service of the system backbone.

The vendor further warrants that during the warranty period that any equipment and software furnished under the contract shall operate under normal use and service as a complete system, which shall perform in accordance with this RFP and the vendor's response thereto, with any and all exceptions agreed to by the City of Bluefield in writing. The warranty period shall be a period of at least 12 months from the date of final systems acceptance as defined herein. Claims under any of the warranties herein are valid if made within 90 days after termination of the warranty period. In addition, the following specific requirements shall apply to the vendor's warranty:

- The vendor will obtain any warranties with subcontractors or suppliers to the vendor give in the regular course of commercial practice, and shall apply the same to the benefit of the City of Bluefield.
- The vendor shall remedy at its own expense any damage caused by the vendor to City of Bluefield owned or controlled real or personal property. The vendor shall be liable to the City of Bluefield for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to the City of Bluefield.
- The "acceptance" of systems/equipment by the City of Bluefield shall not limit the City of Bluefield's warranty rights set forth above with respect to defects in materials or workmanship.
It is the City of Bluefield’s position that the Offeror should be capable of accurately projecting the technology that will be available in the market at the time of delivery. It is expected that the Offerors will respond to this RFP accordingly. It is the intent of the City of Bluefield to purchase the latest in current technology. If, however, the Offeror develops technology that was not known at the time of the Offeror's proposal, the Offeror shall provide to the City of Bluefield any increase or decrease in the prices for any equipment or software changes required under the terms of this section for consideration by the City of Bluefield, to be formalized in a Change Order. The City of Bluefield will not be obligated to execute a Change Order in the event of an increase.

Maintenance

1. Describe what is included in your standard maintenance program including any software updates, enhancements, upgrades and services.

2. When software updates or enhancements become available, how does the Vendor notify customers of such update or enhancement?

3. What is the standard interval and average interval that your company provides software updates, enhancements and upgrades?

4. Does your company provide a time period from the final acceptance where new releases, version updates, or platform changes are made available and automatically installed (with the City’s approval) free of charge?

5. Are there any other costs associated with system updates, enhancements, bug fixes and upgrades? If so, describe.

6. Does the vendor provide a clearly defined process for customers to influence product enhancements? If so, describe.

7. Will the City of Bluefield be required to update their system when a new enhancement is released?

8. When an enhancement becomes available, if the City elects to retain a previous release, how long will the vendor provide maintenance for that release?

9. Does the vendor preserve agency customizations to the system during the enhancement process free of charge?

Support

1. Provide a copy of the vendor's standard support agreement.

2. Describe the account management resources available to the City.

3. Describe the vendor's standard support services.

4. For telephone support, provide the following information:
Does the vendor provide 24-hour support?

What is the vendor's average support call duration?

What is the vendor's average time to resolve issues?

What is the vendor's first-call resolution percentage?

5. Does the vendor provide an online educational database? If so, describe.

6. Describe what protection you offer clients for their original investment in the event of a platform change considered substantial enough that the vendor requires existing clients to purchase a new IP phone system product or product suite to realize new features. For example, do you offer credit toward the new technology, transfer licenses, only charge for services, provide software free of charge, etc.?

Reliability

Successful operation is defined as the absence of any major failure of equipment, software, equipment or software function, which results in the disabling of a major equipment item, resulting in the inability of the overall system to perform as specified. Minor failures, such as operational problems and adjustments normally encountered during implementation of a new system, shall not constitute a failure in achieving successful operation.

A reliability test period of ninety (90) consecutive calendar days of successful error free operation after installation and performance verification shall constitute a successful performance period. During the ninety (90) day reliability period, the City of Bluefield shall utilize the system for its intended purpose (in service) to test all operational modes and equipment configurations, with the system fully loaded to peak activity, to ensure that all operational modes function properly and that all system “bugs” have been corrected. The City of Bluefield shall not interpret the use of the system during this performance test period as “acceptance.”

Proprietary and Confidential Information

The Offeror shall mark as “proprietary” those parts of its proposal that it deems confidential and proprietary. Proprietary information from competing offerors shall not be discussed to the public or competitors.

All proprietary computer programs will be released only in accordance with the Vendor's Software License/Service provisions contained within the contract documents, including the applicable agreements to be entered into between the City of Bluefield and the Vendor governing the City's use of software, or as required by West Virginia Statute or court order. All other material and information of a confidential nature as designated by the Vendor will be released as necessary under the following conditions:

- The City of Bluefield shall exercise reasonable and prudent measures to keep these items in confidence to the maximum extent permitted under law.
- The City of Bluefield shall not disclose confidential items without the Vendor's permission, unless the Vendor makes them public or the City learns them rightfully from sources independent of the Vendor, or disclosure of said items is required for any of the reasons enumerated in paragraphs contained below.
To the extent allowed by the provisions of the law, the Vendor, where necessary, retains the right to prescribe specific security measures for the City of Bluefield to follow to maintain the confidentiality of items so designated by the Vendor.

Notwithstanding the obligations on disclosure and confidentiality set forth herein, the City of Bluefield may disclose confidential items to third parties where required pursuant to West Virginia Statute, or insofar as necessary to satisfy a court order, subpoena, litigation discovery demand, or administrative or regulatory proceeding.

**General System Design & Functional Specifications**

**System Design**

Include in your RFP response a system design that addresses the following needs:

**IP System**

1. IP telecommunications systems designed to support the City's disseminated offices. Each office complex should include equipment enabling local e911 capabilities and independent calling capabilities should it be disconnected from our central offices. Offerors should describe their ability to provide modules or controllers in each primary area and how they will interface seamlessly as one unit.

2. Offerors should describe their ability to provide mobility solutions to enable seamless transfer of calls to staff cell phones when out of the office.

3. Offerors design concepts of connectivity between office locations.

**Phone Numbers and Direct Dial Continuity**

Describe how your system can support the retention of the City’s existing publically facing numbers including:

- Published numbers
- Staff-assigned direct dial numbers

**Telephone Sets**

Please describe how your system can support different phone vendors and recommended use:

1. Provide information about phone set models supported by your solution and recommended use.

2. Describe the features that are available with these supported phones.

3. Describe how phone sets are programmed administratively and if end user programming is supported.

**Telecommunication Equipment**

Please describe how your system will integrate each office allowing for 4-digit dialing and maintaining the ability to dial out if the remote office loses connectivity. Elaborate on controller details and system placement.
Mobility Solutions

Please describe how your system may be used to take advantage of mobile application, remote office connectivity and future communication.

System Integration

Please describe how your system may or may not integrate into other telephony systems. Gate/door phones that use single button dialing; speaker/mic imbedded into devices that connect to the 9-1-1 CPE; integration into existing 9-1-1 systems. The new IP telephone system will require integration into the existing 911 emergency system so that operators will be able to make calls from the operator console using the new system as well as the existing emergency system.

Licensing

Please describe what devices require software and/or user license. Indicate how software and/or user licenses for all potential solutions are packaged for sale, purchased and installed. Also indicate how primary features are licensed i.e. voicemail.

System Capacity and Scalability

Please describe maximum capacity of the system in the following areas as it is being proposed in the RFP:

- Phone Sets
- Voicemail Boxes
- Concurrent incoming and outgoing line capacity

Describe how the system can be expanded to accommodate a new location or expansion of an existing location.

Redundancy and Reliability

1. Please describe how the solution is designed to tolerate hardware failures

2. Describe how the solution ensures maximum system uptime.

3. Please describe how the system could operate under emergencies/natural disasters/power outages.

System Management

1. Please describe general categories of system administration tasks that internal IT staff is supported in performing.

2. Please describe general categories of system administrator tasks that vendors/support companies must perform.

Vendor Support

IP System

1. Please detail your organization’s support staff size, amount of training and years of
experience supporting the technology that are part of the recommended solution.

2. Please describe how support will be delivered to our offices in the City of Bluefield.

3. Describe any standard SLA agreements you provide to customers under contract.

4. Please describe how support contracts are provisioned and how support is priced.

**Functionality Checklist**

Complete the following tables by selecting the correct column (Y / N / M) for each requirement. If additional explanation is required, information may be included in the comments column.

**Y Yes** - The proposed system meets or exceeds the requirement.

**N No** - The proposed system cannot meet the requirement.

**M Modification** - The system must be modified in order to meet the requirement. Provide explanation, estimated costs and proposed delivery date.

<table>
<thead>
<tr>
<th>Description</th>
<th>Y</th>
<th>N</th>
<th>M</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Alphanumeric display</td>
<td></td>
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<tr>
<td>2. Able to access voice mailbox</td>
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<td>3. Automatic outside line answer/hold</td>
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<td>4. Built-in full duplex capability speakerphone</td>
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<td>5. Call forwarding</td>
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<td>6. Call park</td>
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<td>7. Call pick-up</td>
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<td>8. Call transfer</td>
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<td>9. Caller ID</td>
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<td>10. Capable of monitoring multiple voice mailboxes for messages</td>
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<td>11. Capable of using a headset wired</td>
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<tr>
<td>12. Capable of using a headset wireless</td>
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<tr>
<td>13. Check voicemail from outside line</td>
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<td>14. Delayed ringing</td>
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<td>15. Distinctive ringing</td>
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<td>16. Do Not Disturb</td>
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<td>17. Feature button display can be hardware or software</td>
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<td>18. Intercom capability with audible tone distinguished from the regular ring</td>
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<td>19. Last number redial</td>
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<td>20. Message indicator for voicemail</td>
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<td>21. Multiparty conferencing capability from the phone set</td>
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<td>22. Mute function</td>
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<td>23. Paging accessible to all stations or group function</td>
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<td>24. Station and system speed dial</td>
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<td>25. Ability of a single phone to monitor multiple extensions</td>
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<td>26. User programmable keys</td>
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<td>27. Volume control</td>
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<td>28. Extension look-up/directory for internal staff</td>
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<tr>
<td>29</td>
<td>Dial by name directory</td>
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<td>30</td>
<td>Change voicemail settings from outside line</td>
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<tr>
<td>31</td>
<td>Message only information or business mailbox</td>
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<tr>
<td>32</td>
<td>Ability to retrieve deleted messages</td>
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<td>33</td>
<td>Call history</td>
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<tr>
<td>34</td>
<td>Voicemail forwarding</td>
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<tr>
<td>35</td>
<td>Voicemail caller ID/time of message</td>
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<td>36</td>
<td>Transfer of voicemail to email or vice versa</td>
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<tr>
<td>37</td>
<td>Remote access to all voicemail boxes</td>
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</table>

**Training**

Training on all system functions will be provided by the vendor prior to commencement of the departmental rollout period. Training will include sufficient information and experience to familiarize system administrators, maintenance personnel, and users by department with system features and operations for their particular assignments. Training will include system software and handset features. All training will take place at the City of Bluefield Administration Building. The selected Vendor will be required to submit a detailed training plan, which will outline the objectives, strategy, and curriculum to be addressed during training for end users. This plan will present the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training tasks that are necessary for the implementation of the IP telephone system. In developing this training plan, in no case will ad-hoc or demonstration-only training be considered adequate to fulfill the training requirement for any operational level position.

The selected Vendor will be required to provide any and all instructional materials, media presentation devices, presentation media, and course instructors. The City of Bluefield intends to conduct all subsequent line-level training internally. The City of Bluefield requires the Vendor to grant permission to the City to reproduce any and all training materials for purposes of training City of Bluefield personnel on the systems installed. To the extent possible, all such training materials shall be available in electronic format.

**Total Cost of ownership including credits for existing systems**

The City of Bluefield requests that all hardware, software, installation, warranty, hardware and software support for 3 years be included in the bid. Any credits for recycling the existing phone system, handsets or hardware need to be disclosed. Any incentives in services, installation, or support services need to be disclosed. The City of Bluefield is looking for the best long-term cost effective solution while providing the best service for the next 10 years and beyond.