
Request for Proposals

Unify Telecommunications Maintenance and Support for the Baldwin County Commission

SCOPE OF WORK AND TECHNICAL REQUIREMENTS TELECOMMUNICATIONS MAINTENANCE AND SUPPORT

1. Background

The backbone of the Baldwin County Commission's Telecommunications System is supported by (1) Unify Openscape 4000 version 8R2, (1) Xpression voicemail system version 7 and (1) Openscape Contact Center version 9. These systems provide service to all departments and staff of the Baldwin County Commission as well as external customers of the Commission. The Baldwin County Commission has a 5-digit dialing plan throughout the 15 locations of the system.

2. Requested Services

The Baldwin County Commission is seeking a Unify Authorized Channel Partner as a service provider that will perform the day-to-day maintenance and technical support requirements of the County's Unify Openscape 4000, Xpression Voicemail and Openscape Contact Center systems. The following Unify platforms will be covered under this maintenance and support contract.

I. Unify Openscape 4000 phone platform Version 8 R2

Technical Specifications:

- (2) Openscape 4000 Eco Servers
 - Processor A
 - Processor B
- (1) APE Backup unit
- (18) Remote IPDA Shelves
- (2) Branch Servers
- (2) Openscape Personal Edition Licenses
- (480) Analog Ports
- (1140) STMI2 Ports
- (16) STMD3 Ports
- (216) DIU2 Ports
- (48) DIUT2 Ports
- (600) SLMO Ports
- (24) TMDNH Ports
- (16) TMC16 Ports

II. Openscape Contact Center (OSCC) Version 9

Technical Specifications:

- (8) Manager License
- (63) Agent Desktop License
- (1) Associate Desktop License
- (1,500) SDK RTM License
- (3) Web Collaboration License

III. Openscape Xpression Voicemail version 7

Technical Specifications:

- Version 7 release 1.5.0
- (8) port BRI
- (1122) Mailbox License
- (433) Unified Messaging License

3. Customer Service and Support

Baldwin County Commission provides a high-quality of service to all that utilize the system. Therefore, it is imperative that the telecommunications systems be as uninterrupted as possible. Should any loss of service or problems occur, a service representative of the maintenance and support provider shall be available as required within the Request for Proposals specifications.

The maintenance and support should include the following:

- Maintain most current software release on all systems
- 24 x 7 Availability
- Toll Free Number
- Web-based Reporting and Problem Tracking
- Escalation table and process
- All service technicians must be Unify certified

4. Maintenance and Support Services Plan Requirements for all Unify Systems

Major Corrective Maintenance Response Time

- Phone support from provider within 30-minutes.
- 4-hour on-site response when 20% or more of the system is affected or a 24-hour critical facility is down.

Support Levels

- Unify Software Support SSP
- Level 1 – Live handoff to engineer
- Level 2 - Phone support from provider within 30 minutes
- Level 3 – Remote and/or Onsite response within twenty-four hours of initial call.
- Level 2 and 3 support to include all major, minor, patches and hotfixes

System and Database Backups

- The maintenance and support provider shall perform a full system and database backup prior to making any changes to the PBX.
- System software shall be backed-up by the vendor every quarter and the database once every 30 days or prior to and after a change.

Preventive Maintenance

Maintenance and support provider shall coordinate with CIS personnel to schedule and provide quarterly preventive maintenance visits.

Hardware Replacement

Replace all hardware that is not operational within 24 hours using only OEM equipment. This time frame includes having the part as well as the technician on site to take care of the issue (s). (I.E. Line/trunk failure, software/database failure, Parts Order, System Alarms, Partial/total systems failure, and replacement parts for normal wear and tear. If it is deemed necessary to replace any hardware covered by this maintenance agreement all hardware and shipping cost will be included in this agreement and at no additional cost to Baldwin County.

Real-Time Alarm Monitoring

The maintenance and support provider chosen must proactively monitor all systems for service-related issues and notify Baldwin County Commission CIS Department promptly.

Technical Assistance Center (TACT)

Baldwin County Commission CIS staff will have the ability to contact your TACT Center that will be able to assist us in a professional timely manner remotely or on-site for all issues related to any system stated in this bid.

Customer Participation

- Baldwin County Commission will replace/repair all desktop telephone units at its own expense.

Disaster Recovery

- Maintenance and support provider will attempt to restore limited basic service or greater within (72) hours of request.
- Second, by providing an interim telephone equipment solution (one cabinet).
- Final step, the vendor will begin shipping all of the components of the system within (72) hours or sooner where applicable.
- The maintenance and support provider will begin to replicate 100% functionality to the initial system that was in place prior to the disaster.

5. Upgrade of software to most current stable version

Successful bidder must bring all systems to current version and releases. This will include any labor and hardware required.

VENDOR PROPOSAL SUBMISSION PROCEDURES

Submission Procedures, Requirements

One (1) original and three (3) copies of the proposal must be received by the County prior to **3:00 P.M., (Central Standard Time) on Friday, February 12, 2021**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

Inquiries and Questions

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than **3:00 P. M., Central Standard Time, on Tuesday, February 9, 2021.**

Prime Vendor Responsibilities

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

Guarantee/Performance Bond

A **performance bond in one hundred percent (100%) of the total amount of the project** will be provided prior to any work beginning. Proof of bonding ability for this project must be submitted with the RFP Response.

Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Hold Harmless Provision

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

Service Provider Qualifications

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they

are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

Contractors and Subcontractors and Insurance

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

Compensation Insurance

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

Award

The County reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.

- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the County's best interest to do so.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation and/or product demonstration to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation/demonstration.

It is the County's intent to award the bid to one Vendor.

Alternate or equals will not be accepted.

Contract Period

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).

VENDOR PROPOSAL RESPONSE FORM

Vendor Proposal Response Form

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Submitting Proposal: _____

Address: _____

Contact Person: _____

Office Telephone: _____

Email: _____

Printed name & title of person submitting proposal:

Signature of person submitting proposal:

Response should include total annual cost of hardware, maintenance and support as listed in attached Scope of Work. No alternate variations will be excepted.

Annual Cost: _____

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER:
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Unify Telecommunications Maintenance and Support for the Baldwin County Commission”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

JOE DAVIS, III / Date
Chairman

WAYNE DYESS / Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public
My Commission Expires

PROVIDER:

Insert Provider Name

By _____ /
Its _____ /Date

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires