



# **Clark County, Wisconsin**

## **Request for Bids**

### **Project Name: Clark County**

### **VOIP Telephone System**

#### **Documents:**

- **Advertisement for Bids**
  - **Instructions for Bids**
  - **Project Specifications**
- **Clark County Standard Terms and Conditions**
  - **Bid Proposal and Certificate**

**Bids Due: May 10, 2019 at 4:00 PM**

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

**Advertisement for Bids**

Project Name: Clark County VOIP Telephone System Replacement  
Department: Information Technology Services, 517 Court Street, Room 205, Neillsville, WI 54456  
Project Location: Clark County Courthouse, 517 Court Street, Room 205, Neillsville, WI 54456

Clark County is seeking bids from qualified vendors for the replacement of the VOIP Telephone System at the Clark County Courthouse. Bids shall conform to the requirements of the instructions, specifications, and standard terms/conditions.

Bid documents may be obtained from the Clark County Information Technology Services (715-743-5229) or [cindy.currier@co.clark.wi.us](mailto:cindy.currier@co.clark.wi.us).

Bids shall be submitted to and received by Clark County Information Technology Services no later than 4:00 PM on Friday, May 10th, 2019. The vendor is solely responsible to ensure the bid is received timely at the designated location.

Clark County reserves the right to accept or reject any and all bids, or parts thereof, and/or waive any technicalities.

### **Instructions for Open Bids**

#### **1. Bids**

- a. Any documents included in the bid packet shall be fully completed and legibly printed or type written on the county provided forms. Any submitted bid shall remain effective for sixty (60) days upon receipt.
- b. Bids shall be sealed in an opaque envelope labelled with the department name and project name. Bids must be submitted to and received at the date, time, and location set forth on the advertisement for bids.
- c. Bids shall include all items (ie labor, services, materials, and/or equipment) necessary for the full and satisfactory completion of the project. Any deviation from specifications or these instructions shall be noted clearly and concisely on the submitted bid. Bids shall be signed by an authorized representative of the vendor.
- d. The request for bids does not confer any rights to any prospective vendors and does not obligate Clark County to engage in any procurement or to purchase any items (i.e. labor, services, materials, and/or equipment). Any costs associated with the preparation and submittal of a response to this request shall be the sole responsibility of the individual/vendor submitting the bid.
- e. Any confidential or proprietary information shall be clearly marked as such. Clark County will use discretion with regards to disclosure of such information contained in any bid with no guarantees such information will not be disclosed as Clark County is subject to Wisconsin Public Records and other record-related laws.
- f. Once the bid packet is submitted, such documents become the property of Clark County.

#### **2. Qualifications of Individual or Vendor**

- a. Individual or vendor shall be licensed, certified, accredited, and/or meet all the necessary qualifications to perform the services/work requested. Clark County may investigate as it deems necessary to determine the ability of the individual or vendor to perform the services/work requested. Clark County reserves the right to reject any bid if the individual or vendor fails to satisfy the county that the individual or vendor is qualified to perform the services/work requested.
- b. Clark County may, at its sole discretion, require offerors to submit a sworn statement as to the experience in the services/work requested, financial abilities, equipment, and any other matter the county requires for the protection and welfare of the public in the performance of a public contract. Individuals or vendors offering quotes are strongly encouraged to incorporate such qualification information into their quote.

#### **3. Award of Contract**

- a. Clark County reserves the right to accept or reject any and all bids, or parts thereof, and/or waive any technicalities.
- b. Any agreement between the County and individual or vendor awarded the contract is conditioned on the Clark County Board of Supervisor's appropriation of funds for the project's purpose.
- c. The award of contract shall be to a responsible and qualified individual or vendor offering the most advantageous bid to Clark County that is in the county's best interest as long as the bid is fully compliant.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- d. A responsible and qualified individual or vendor is one who is not only financially responsible, but who possesses the judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- e. Clark County and/or its designee reserves the right to interview offerors to determine if the individual or vendor is responsible and qualified. Offerors may be required to make presentation(s) to the Clark County Board of Supervisors or sub-committee(s) upon request.
- f. Clark County reserves the right to consider all elements in determining whether an individual or vendor is responsible and qualified.
- g. Upon the notice of award to a vendor, vendor shall provide to Clark County any required documents (ie bonds or certificate of insurance) within fifteen (15) days from the receipt of the notice of award.

**4. Contract**

- a. By submitting a bid, the individual or vendor who is agreeing to be bound by the terms and conditions included in the bid packet. The individual or vendor awarded the contract may also be required to execute an agreement within fifteen (15) days after notice of award of the contract is given. The request for bid, instructions, specifications, terms/conditions, and submitted bid, in their entirety, are incorporated into the agreement.
- b. Failure to timely execute an agreement may result in the withdrawal of the award of contract at the county's sole discretion.

**5. Laws and Regulations**

- a. The individual or vendor awarded the contract shall acknowledge and shall abide by all applicable federal, state, and municipal laws, ordinances, rules and regulations. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

**6. Individual or Vendor's Certificate**

- a. Each individual or vendor shall incorporate and make a part of their bid a sworn statement by the individual or vendor that the individual or vendor has examined and carefully checked the specifications and instructions before submitting the bid, and have offered a bid that is fully compliant.

## **Project Specifications**

Project Name: Clark County VOIP Telephone System Replacement  
Department: Information Technology Services, 517 Court Street, Room 205, Neillsville, WI 54456  
Project Location: Clark County Courthouse, 517 Court Street, Room 205, Neillsville, WI 54456

Clark County Information Technology department is seeking a responsible and qualified vendor to replace and maintain the VOIP Telephone System (Cisco Only) at the Clark County Courthouse, pursuant to the following specifications:

### **Contractor:**

- A. For any items/systems/alternates accepted by the County and made part of the contract, the Contractor shall provide a turnkey solution including but not limited to delivery, installation, configuration, database collection, database entry, testing, training, cutover, and post-cutover support.
- B. The Contractor and/or its subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty service, and troubleshoot/support the proposed equipment.
- C. The Contractor shall provide manufacturer trained and certified personnel who specialize in deployment of all items/systems/alternates accepted by the County.
- D. A personnel list that shall be the personnel assigned to this project. If changes are required, the Contractor shall gain written approval from the County's project manager prior to assignment of substitutes.

### **Project Manager:**

- A. The Contractor shall appoint a project manager who shall be the main point of contact regarding the project for the County. The project manager is responsible for the following:
  - 1. Developing a project schedule that identifies in detail the exact tasks and timelines that the County, Contractor, and PSTN (public switched telephone network) providers must perform and/or be responsible for in order to accomplish the delivery, installation, and cutover of the system.
  - 2. Guaranteeing the work and performance of all employees and subcontractors who have been hired by the Contractor.
  - 3. Verifying closet locations with the County's project manager prior to installation.
  - 4. Completing and submitting all required documentation.
  - 5. Attending all project coordination and/or construction meetings as

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

required by the County, plus chairing a weekly project status meeting throughout the duration of the project.

6. Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.
7. Informing the County of all unexpected conditions and problems that may result in delay or expense. The Contractor must report issues immediately upon discovery and must provide the County with the option(s) for resolving them.
8. Scheduling and coordination of all cutovers and porting of telephone numbers with all PSTN (public switched telephone network) service providers.
9. Arranging for provided training and coordination of scheduling for all training classes.
  - B. If the Contractor seeks to change the project manager during the course of the project, such change is subject to prior written approval from the County.
  - C. The County reserves the right to request a new project manager during the course of the project if the project manager does not perform to the County's satisfaction.

**Permission to Proceed:**

- A. Prior to ordering, furnishing, or installing any equipment, the Contractor shall obtain the County's written approval of equipment, locations, layout, and installation.
- B. The Contractor shall coordinate location of all equipment placements for each location prior to commencement of work.
- C. The Contractor must obtain the County's permission before proceeding with any work necessitating cutting into or through any part of a building structure.
- D. Existing floors, walls, ceilings, or any structural piece shall not be drilled or cut without prior approval of the County.

**Damage and Cleanup:**

- A. The Contractor shall be held responsible for and make payment on any damage caused from the delivery and/or installation of its work.

- B. The Contractor shall keep the premises clean from debris and rubbish. After each workday, the Contractor shall remove any rubbish or waste from the working area. If the County is required to clean up, the cost shall be charged back to the Contractor.

**Ordering and Delivery:**

- A. The Contractor shall take responsibility for proper ordering, shipping charges, storage and delivery of all component parts. This includes any components to be ordered from any third-party companies. The Contractor shall be responsible for proper storage of delivered equipment.
- B. The Contractor shall inventory and unpack equipment from shipping material and organize equipment for deployment. This includes checking to ensure that all equipment is complete and fully functional. The Contractor shall remove and dispose of all empty boxes and packaging.

**Data Network:**

- A. The Contractor shall have as part of its implementation team a data network resource capable of analyzing and implementing proper VLAN and Quality of Service configurations necessary to support advanced real time voice and video applications across the County's data network. This person shall work with the County to develop a mutually agreeable design/scheme to ensure that all network devices are configured to support these applications.
- B. Currently, the County uses a mixture of static addressing and DHCP. The County shall work with the vendor to enable DHCP addressing for all telephony devices.
- C. The Contractor shall:
  - 1. Work with the County to understand its IP addressing scheme and to implement this scheme in the furnished devices and ensure network visibility of those devices.
  - 2. Work with the County to understand its VLAN scheme and to implement this scheme in the furnished system.
  - 3. Work with the County to develop SNMP (Simple Network, Management Protocol) configurations, community strings, and passwords for all devices and to implement these in the furnished system.
  - 4. Work with the County to implement security features as required by the County.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

5. Work with the County to ensure the proper QoS (Quality of Service) configurations are implemented to support all applications provided under this RFP.
  6. Learn and understand the County's device naming convention and implement appropriate device names on all new devices.
  7. Label all equipment and cables as required by the County.
- D. Work shall be performed during normal hours of operation for the building where the work is taking place. Any deviations must be discussed with and approved by the County's Project Manager prior to work occurring.

**Equipment Installation:**

- A. Standards
  1. These standards shall govern the work:
    - a. IEEE 802.3 (all letter suffixes)
    - b. ISO/IEC-11801 (all updates)
    - c. TIA/EIA 568A & 568B
    - d. TIA/EIA 569
    - e. ANSI TP-PMD
- B. The Contractor shall install hardware in a secure manner. Screws shall be tightened to a torque just sufficient to secure equipment without deforming washers beyond their original diameter.
- C. If there is insufficient space in any rack for installation of devices, the Contractor must notify the County's Project Manager immediately and wait for a decision before proceeding with installation at that location.
- D. All rack-mount equipment shall be secured as recommended by the manufacturer with consideration to airflow, power, and patch cable connections.
- E. The Contractor shall provide all hardware required to rack mount equipment in the County's 19" racks including rails when required.
- F. The Contractor shall neatly dress all cables including but not limited to switch tails, ground cable and power cables. All cables shall be secured with Velcro tie wraps



between devices, termination panels or blocks, PDUs, UPS systems, or wall power plugs. The Contractor shall use the County's cable management system where equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.

- H. Provide additional system components typically and reasonably required to make the system operational even though not specifically indicated in appendices, or specifications, including but not limited to patch cables, connectors, connecting accessories, power supplies, power cords, rack mounting adapters and shelves, cover plates and related connector and termination hardware required by but not supplied with the equipment.
- I. Velcro straps shall be installed snugly without deforming cable insulation. Straps shall be spaced at uneven intervals not to exceed four feet.
- J. All cutovers shall be scheduled to limit any disruption of service and may take place outside normal business hours.

**Grounding:**

- A. Install products in accordance with manufacturer's instructions. Mechanical connections shall be accessible for inspection and checking. No insulation shall be installed over mechanical ground connections. Ground connection surfaces shall be cleaned and all connections shall be made so that it is impossible to move them.

**Data Center/Closet Patch Cords & Cables:**

- A. Install patch cables with appropriate connectors to interconnect all systems provided under this contract.
- B. The finished installations must be tidy and the cabling well supported. No plastic tie wraps may be used. Hook and loop type material (e.g., Velcro) ties may be used to bundle cables. Patch cables may not be twisted, bent, or otherwise deformed beyond standard allowable bend radius.
- C. The Contractor shall use a cable management system equipped to provide a neat and efficient means for routing and protecting fiber and copper cables and patch cords on telecommunication racks and enclosures.

**Labeling**

- A. All labeling formats shall be coordinated and approved by County's Project Manager prior to installation.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- B. The Contractor shall be responsible to label all cables and equipment components installed as part of this project. In doing so, make the labeling of each component:
  - 1. Unique, to prevent it from being confused with other similar components; and
  - 2. Legible and permanent enough to last the life of the component. Handwritten labels are not permitted.

**Removal of Existing Systems:**

- A. The Contractor shall be responsible for the collection, removal, and disposal of all existing voice, equipment not incorporated into the new system, including but not limited to items listed below.
  - 1. All existing telephone and voice mail components except hard drives and other hardware that may contain proprietary data/information
  - 2. Unused MDF (Main Distribution Frame) and IDF (Intermediate Distribution Frame) cross-connects at each building
  - 3. Telephones (Only the phones selected by the County for removal)
  - 4. Old patch cables
- B. The Contractor shall remove all hard drives from all voice and voice mail equipment prior to disposal and deliver them to the County's project manager.

**System Design Reviews & Database Collection:**

- A. Client quantities included in this RFP are estimates. The Contractor shall be required (at no cost to the County) to perform station surveys to verify quantities. Any increases in components prior to acceptance shall be at pre-cutover costs, and deletions shall not be charged restocking fees.
- B. As these specifications are put together with no specific equipment or respondent in mind, the Contractor shall include in the installation cost one informational presentation to the County's management. The purpose of the meeting is to provide the County with an overview of the system capabilities and establish standards for how the system is to be installed.
- C. The Contractor's project manager shall inform the County's project manager of decisions that they need to make regarding the items/systems/alternates being installed. The County's project manager shall set standards and determine which

decisions are available for the departments to make. Any decisions or requests at the department level that either increase cost or are outside of the County standards shall need the written approval of the County's project manager.

- D. The Contractor's County Service personnel (at no cost to the county) shall work with the County's project manager to determine telephone type and physical location, features and applications assignments, auto attendants, call routing, restrictions, etc., on a per department and user basis. The Contractor is responsible for working with the County's project manager, collecting any and all information required to install and cutover all systems.
- E. The Contractor shall identify the exact location of all telephones, modems, and fax machines and mark the location on floor plans.

**Security:**

When deploying any product, software, or application associated with this RFP, the Contractor shall harden the resulting system(s). Hardening includes the following actions:

- A. Determining the purpose of the system and minimum software and hardware requirements
- B. Documenting the minimum hardware, software, and services to be included on the system
- C. Installing the minimum hardware, software, and services necessary to meet the requirements using a documented installation procedure
- D. Installing necessary patches
- E. Installing the most secure and up-to-date versions of applications
- F. Configuring privilege and access controls by first denying all, then granting back the minimum necessary to each user
- G. Configuring security settings as appropriate, enabling allowed activity and disallowing other activity
- H. Enabling logging sufficient for the County IT staff to determine equipment faults or configuration problems in the telephony equipment
- I. Archiving the configuration and checksums in secure storage prior to system deployment
- J. Testing the system to ensure a secure configuration

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- K. Using secure replication procedures for additional, identically configured systems, making configuration changes on a case-by-case basis
- L. Changing all default passwords
- M. Test the resulting systems to include but not limited to penetration test on all external facing systems and IP addresses
- N. Document all test results and provide to County.

**Database Entry:**

- A. The Contractor shall provide all system programming and database entry, including but not limited to stations and station features, voice mail boxes, auto attendants, trunks, least cost routing, networking, and integrated connections to the voice mail system, system management, contact center, and data network to provide a fully operational turnkey system.

**Telephone, FXS, & Trunk Placement and Connections:**

- A. The Contractor shall provide and complete all required cross-connects or patch cord connections between the telephone system equipment and the telephones at the telco dmarc, main equipment room (MER), and all telecommunication room (TR) locations, including all required connections between the data switch and VoIP telephones.
- B. The Contractor shall tone, test, and identify all cable and make all required cross-connects needed to extend PRI and analog trunks, fax, modem, or telephone services between the telephone system and the dmarc or end device.
- C. The Contractor is responsible for placing, testing, and labeling all phones. Every phone, fax, and modem line shall be tested to ensure it can make and receive calls at the assigned number and the assigned features and PSTN connections function properly when placed.

**PC Desktop & Mobile Client Software Distribution:**

- A. The Contractor shall train the County's IT desktop support staff on the process for deploying all UC desktop and mobile software.

**Interconnection and Coordination with Local Telephone Utility:**

- A. The local exchange carrier and/or alternate carrier shall provide PRI, analog, and SIP trunks. The Contractor shall provide complete coordination with the County

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

and local telephone utility regarding connection and testing of trunks and SIP services to the telephone system.

**Documentation:**

- A. When installation is complete, the Contractor shall furnish the County a complete set of project documentation in electronic format as follows:
  - 1. All naming standards/schema to be used in documentation must comply with the existing County standards and be pre-approved by the County's project manager.
  - 2. Acceptable documentation formats include Microsoft Word, Microsoft Excel, and Microsoft Visio.
  - 3. Logical diagrams for the voice and data products provided, installed, and connected to the network
  - 4. Static IP numbers assigned to all voice and data equipment, noted both on diagrams and on a separate table/spreadsheet
  - 5. Additional Voice Documentation:
    - a. Standard templates for all telephones provided
    - b. Numbering plan design for each location
    - c. Least cost call routing schemes
    - d. Class of restriction tables
    - e. Class of service tables
    - f. Route and trunk configuration tables
    - g. Diagram of all auto attendants/self-service trees/menu services

**Training Requirements:**

- A. All costs for training shall be included in the proposals.
- B. Telephone and Voice Mail End User: The Contractor shall conduct on-site, hands-on user training sessions for all users, limited to a maximum of 12 people in any one session. Training will be conducted at the County's IT training center.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- C. Telephone System Management: The Contractor shall provide a minimum of (8) hours of training for at least (2) system administrators on the use of the management tools for the telephone system plus (2) additional hours for each option purchased. The training shall include the following:
1. Familiarization with features of all components and systems
  2. Client installation
  3. Database management
  4. Adds, moves, or changes
  5. Add or change user templates
  6. Add or change class of service and trunk group restriction
  7. Add or change auto attendants
  8. Configuration details of purchased applications, and how to configure new users, groups, and reports
  9. Generate reports
  10. Find unused numbers
  11. Use IP troubleshooting tools
  12. Overview of system documentation and use of all system manuals
  13. Process for obtaining technical support
  14. Review daily, weekly, monthly, and annual maintenance and backup tasks.

**Cutover and Post Cutover Requirements:**

- A. Cutover Time: To prevent business interruption, all cutovers shall take place outside the County's normal business hours.
- B. Cutover Support: The Contractor is required to provide a project team for all cutovers including on-site technical and training support for all systems and options purchased and remote helpdesk support.
- C. First Day of Service: At a minimum, the Contractor shall provide an on-site project team to include technical and training resources that are fully capable of

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

supporting all systems and options purchased for the first business day following all cutovers for a minimum of eight (8) hours.

- D. Technical Issues: The Contractor will provide on-site resources for as many days as required following the first day of service to resolve any outstanding technical issues.
- E. Adds, Moves, or Changes: The Contractor is required to complete any outstanding adds, moves, or changes within the first 30 days following the cutover of each location.

**Project Closeout and Acceptance:**

- A. Punch List: Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to the County shall be documented in a punch list by the County and provided to the Contractor to rectify.
- B. Punch List Approval: The punch list shall be considered complete only after having been signed by the County.
- C. Acceptance: Acceptance shall occur after all of the following conditions have been met:
  - 1. All items/systems have been delivered, installed, configured, tested, and transitioned into service.
  - 2. All of the work has been completed in accordance with the contract and RFP specifications (including testing procedures as outlined in the accepted response).
  - 3. Public Switched Telephone Network connections with desired local and long distance call routing options requested by the County (least cost, next best route, etc.) are all functioning correctly.
  - 4. The system operates in conformance with manufacturer's published specifications.
  - 5. The system, including all ancillary devices, applications, and options made part of the contract, has had 30 consecutive days with 100 percent availability.
  - 6. Training as specified is complete.
  - 7. All the documentation requirements have been met.

8. All outstanding punch list items have been completed.
9. The system post-cutover requirements have been completed.
10. The Contractor has certified in writing to the County that the system is installed and operational in accordance with these specifications. At this time, upon the County's written acceptance, operational control becomes the responsibility of the County. This constitutes Date of Acceptance. The warranty for components and service begins as of this date.

**Warranty Period and Maintenance:**

- A. Warranty: Warranty will begin at acceptance of Completion.

**Maintenance Guarantee:**

- A. Provide letters from both the Respondent and all manufacturers guaranteeing maintenance support of the proposed system(s) for a minimum of (5) but preferably 10 years.
- B. Should the manufacturer discontinue this product or cease to do business, the Respondent guarantees to stock an adequate supply of components to maintain the system for a minimum of five (5) years. Further, should the Respondent cease to do business, the manufacturer guarantees to provide components and services for this installation for a minimum of five (5) years.

**Voice Systems Service and Support:**

- A. The following must be included in the warranty period and under maintenance contract:
  1. Monday-Friday, 8:00 a.m. to 5:00 p.m. remote support on minor alarms
  2. Seven day per week 24-hour remote support and call-out coverage shall be provided for the items listed below:
    - a. Critical alarms and or system outages including 10% or more of telephones or trunks at any County location or department shall have:
      - i. One-hour remote access response time
      - ii. Three-hour on-site response time



**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- c. Software upgrades for all systems provided
  - d. Patches
  - e. Corrective maintenance
  3. All parts and materials
  4. (8) - hour replacement of critical components for all locations
  5. Next business day for non-critical components
  6. 24-hour x 7 days a week telephone service support center to assist County IT personnel with technical and system management issues and questions
  7. 24-hour x 7 days a week service center
    - a. Respondent must include all hardware and software required to support this application in base telephone system cost.
    - b. Alarm notifications system shall also provide notification to County personnel via email, external dialing and dry contact closure.
- B. The Contractor shall provide semi-annual review and audit of all applications and performance and make recommendations on any required changes.

**TELEPHONE SYSTEM:**

**Architecture:**

- A. Premise Based System
  1. The premise telephone system (system) shall have a single database to administer, offer feature transparency across all locations, and utilize the County's WAN/LAN to provide service between the locations specified in this RFP.
  2. The design architecture shall provide redundant/resilient call control appliances/servers to be deployed at the County's primary data centers
  3. The telephone platform shall be designed and configured with sufficient

capacity to ensure all IP telephones and PRI/SIP gateways have a secondary call control appliance/server that they can re-register with should their primary call control appliance/server fail or be unavailable due to a WAN outage.

4. All locations designated as survivable in Telephone System Configuration Table shall be designed to ensure that the IP telephones shall continue to function and that internal and external traffic, including voice mail terminations, shall be rerouted to the PSTN (Public Service Telephone Network) over locally equipped trunks if the WAN connection is unavailable.
5. All trunks, including SIP, digital and analog, shall be accessible from any location on the network.

**System Features:**

- A. **AREA/OFFICE CODE RESTRICTION:** The ability of the switching system to selectively identify six-digit area and office codes and either allow or deny passage of long-distance calls to those specific six-digit codes. This type of restriction is usually provided on a trunk group basis and on an “allowed” rather than “denied” basis.
- B. **AUTOMATIC CALL DISTRIBUTION SERVICE:** Ability of the system to offer uniform distribution of incoming calls to station users (called agents) on a random basis or to the station that has received the fewest calls. This facility generally includes the capabilities to queue, on a first-in, first-out basis, a predetermined number of delay announcements; to identify incoming calls; to transfer to supervisory positions; to transfer to other groups of agents; and to originate non-ACD calls.
- C. **AUTOMATIC RINGBACK ON HELD CALL:** When a station user or attendant places a given line circuit on hold and goes on-hook, the held line shall automatically revert to an incoming call condition after a prescribed period of time.
- D. **CALL FORWARDING:** Allows a station user to program at any time any internal station number (or the attendant), and when activated by the station user, all incoming calls to this station shall be automatically rerouted to that preprogrammed number.
- E. **CALL FORWARDING – BUSY LINE:** Automatically reroutes incoming Direct Inward Dialing (DID) calls, attendant processed calls, or direct terminating tie line calls directly to attendant or predetermined secondary station when the called station is busy.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- F. CALL FORWARDING – DON'T ANSWER: Similar in function to the “busy line” version of Call Forwarding, automatic re-routing of an incoming call to the attendant or a preprogrammed secondary station occurs when a given station doesn't answer within a prescribed time interval.
- G. CALL FORWARDING – DON'T ANSWER/BUSYLINE ON A PREVIOUSLY FORWARDED CALL: In essence, the ability to forward a previously forwarded call.
- H. CALL FORWARDING EXTERNAL: The ability to forward a call to a telephone number external to the system (local or long distance).
- I. CALL FORWARDING – SOURCE DEPENDENT: Allows the system to be pre-programmed by extension to route calls when an extension is busy, not answered, or in a Do Not Disturb mode to different destinations based on a source being internal or external.
- J. CALL PARK: Once a call is placed in the “park” condition, any station within the system may retrieve it by either dialing the appropriate access code or by pressing a special feature button on a station instrument.
- K. CALL SPLITTING: The ability to speak privately with one of the parties engaged in a three-party conference call and alternate between the two.
- L. CALL WAITING: The ability to hear or produce a beep tone to a busy phone, alerting the user that another call is ringing in. The user then has the choice to alternate between calls, hang up on the original call and take the new call, or ignore that beep tone.
- M. CONFERENCE CALLS: The ability to connect, at minimum, six but preferably more internal or external parties into one phone conversation.
- N. DIRECTED CALL PICK-UP: A station user is able to answer calls ringing on any other station within the system by dialing a unique answer code of that particular station to be answered.
- O. DISTINCTIVE RINGING: Provides a unique pattern of station ringing to permit the user to distinguish internal from external calls.
- P. TIME OF DAY/DAY OF WEEK NIGHT SERVICE: Allows incoming central office calls, normally answered at the attendant position or central answering point, to be rerouted to pre-selected stations within the system based on the time of day or day of week

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- Q. FLEXIBLE NIGHT SERVICE: Permits the attendant to set up night connections in accordance with day-to-day requirements, with full flexibility in the assignment of incoming trunks to various stations. Such night service assignments must be established by the attendant on each occasion they are activated.
- R. HOT-LINE STATIONS: Instruments are specially programmed to dial a specific internal station number for the attendant when the station user goes off-hook.
- S. INCOMING DIGIT MANIPULATION: Ability to add, strip, or completely change the digits of any incoming DNIS, DID, or Tie Line number in order to reroute the call to the appropriate location.
- T. LAST NUMBER REDIAL: Memory contained either within the system common equipment or within the station instrument; enables the station user to dial a special access digit and activate a speed calling treatment of the last 10 numbers that were dialed or received from/at that station instrument.
- U. MESSAGE WAITING: The ability to activate a message waiting lamp on the user's telephone from the attendant console, telephones with appropriate class of service, and voice mail systems.
- V. MULTIPLE TRUNK GROUPS: An indication that the switching system is capable of being equipped (and accessed accordingly by station dialing) for more than one group of outgoing trunk circuits.
- W. MUSIC ON HOLD ACCESS – SYSTEM: Ability to connect County provided audio source output to the system to provide music or information to all external callers while on hold.
- X. 911 DIAL PLAN: Users must be able to dial either 9-911 or 911 for access to emergency services. If a caller dials 911, the system should automatically insert the trunk access code (usually a 9).
- Y. PROGRAMMABLE OUTGOING NUMBER DISPLAY: Allows the outgoing calling line identification for each telephone to be changed to any 10-digit number.
- Z. TOUCH-TONE: Dual Tone Multi-Frequency signaling shall be transmitted by all instruments, attendant consoles to establish a call or once the call has been connected.
- AA. TRAFFIC REPORTS: Provides the County with detailed data on the traffic carried by the switching equipment, including peg counts, CCS (centum call statistics) measurements and overflow measurements for all trunks and trunk groups'

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

attendant consoles, stations, features, and any time slot sensitive infrastructure of the proposed system.

- BB. TRUNK ANSWER FROM ANY STATION: A night service facility activated by the attendant, whereby incoming calls normally directed to the attendant activate a common alerting system (bells, gong, etc.) on the County's premises. These incoming calls from non-restricted stations thereby "meet" the incoming call.
- CC. TRUNK-TO-TRUNK CONNECTIONS – STATION: A system may provide this feature in either or both of two versions. (1) A station already in connection with either an incoming or outgoing trunk circuit is able to use the Add-on Conference circuitry to affect a conference with another trunk circuit.
  - (2) Once a three-way conference is so established, the system shall maintain control and supervision of the two trunk circuits in connection.
- DD. UNIFORM CALL DISTRIBUTION: Hunt group that evenly distributes calls to all telephones in the associated with the hunt group.
- EE. PAGING THROUGH TELEPHONES: Allows attendants and station users to page all users or a group of users through the telephone speakers
- FF. PAGING THROUGH OVERHEAD PAGING SYSTEM: Provide interface to support access to between the phone system and County provided loudspeaker paging equipment.
- GG. WHISPER: Feature key which allows a user to interrupt conversations and speak with colleagues without being heard by the other party on the line.

**Maintenance Alarm:**

- A. The system should define an alarm as an event that takes place when an anomaly is detected and corrective action is required.
- B. An alarm condition is cleared when the fault is resolved.

**Security:**

- A. Authorized access to the system tools provides protection for various administration commands from unauthorized users. The web-based system tools are as follows:
  - 1. System Administration

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

2. Group Administration
3. Personal Desktop User

**Licenses and Telephone Desktop Sets:**

- A. The telephone platform shall be sized and equipped based on the specifications provided in the following table.

		<u>Licensed Options</u>				
<b>Users</b>						
	IP Users		250			
	External Hot Desk Users		1			
	ACD Active Agents		0			
	HTML Applications		0			
	Analog Lines		24	some will be eliminated		
	MiVoice Business Console Active Operators		0			
	Multi-device Users		0			
	Multi-device Suites		0			
<b>Messaging</b>						
	Embedded Voice Mail		250			
	Embedded Voice Mail PMS		0			
<b>Trunking/Networking</b>						
	Digital Links		2			
	Compression		8			
	FAX Over IP (T.38)		0			
	SIP Trunks		0			
<b>Others</b>						
	IDS Connection		0			
	MLPP		0			
<b>Configuration Options</b>						
	ACD - Active Agent Logins		350			
	ACD - Groups		64			
	ACD - Agent Ids		1181			
	ACD - Agent Paths		999			
	ACD Express Agent Logins		100			
	Attendant Consoles		24			
	Attendant Groups		48			
	Broadcast Groups		1875			
	Busy Lamp Groups		439			
	Configurable IP Users and Devices		700			
	Corporate Directory		19999			
	Digit Blocks		12055			
	DTMF Receivers		128			
	Hunt Groups		176			
	Independant Account Codes		11000			
	MSDN/DPNSS Cluster Elements		30			
	MSDN/DPNSS Remote Directory Numbers		18501			
	Multiline Sets		756			
	Networked ACD - Rem Agent Subgroups		32			
	Page Groups		16			
	Personal Ring Group		0			
	Pickup Groups		200			
	PKM Devices		75			
	Ring Groups		176			
	Single Line Sets		764			
	Suites		364			
	System Speed Call		1000			
	Trunks		629			
	Trunks Groups		112			
	Card Description	T1/E1 W/DUAL INBAND LOOPBACK				

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

B. License/Telephones

1. The telephones shall be manufactured in accordance with FCC hearing aid compatibility technical standards codified at 47 C.F.R. § 68.316 and the Telecommunications Act of 1996.

**Networking:**

- A. PRI, SIP and analog trunks shall terminate at specified County locations and shall be accessible by all locations on the network.
- B. Proposed system(s) must allow for a common numbering plan.

**E-911:**

- A. All 911 calls originating from a County location provides an emergency line identification number (ELIN) that could be used by the public safety automatic location identification (PSALI) database to identify the designated emergency response location (ERL) of the calling party. The ELIN is assignable to a single telephone or group of telephones that are in the same location or ERL.
- B. The system should have the ability to provide multiple levels of notification that a 911 call has been made. The system provides notifications via the following.
  1. Email to as many recipients as the County requires
  2. Telephone displays
  3. Interface to CAD
- C. Call back from the PSAP, the system automatically routes an inbound call to the ELIN number to the most recently associated telephone or group of phones associated with the ELIN.

**System Management:**

- A. The system must offer a complete telecommunications management tool that enables the following:

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

1. Provides multiple levels of system administrative access based on login credentials.
2. Manages multiple systems (locations).
3. Provides user data administration across multiple systems, including the ability to schedule updates (e.g., integrate network telephone directory with network directory service database, schedule MACs, add and delete users, audit status of managed devices).
4. Provides templates for all telephone models and configurations.
5. Provides alarm monitoring and management with remote notification including email.
6. Provides scheduling of maintenance functions such as software upgrades and database backup, and restore.
7. Provides remote software distribution and installation.
8. Locates unused directory numbers and unused circuits.
9. Provides tools that allow maintenance personnel to troubleshoot IP-related issues down to the telephone level, including but not limited to congestion, packet loss, jitter, and CMOS scores.

**Integrated Messaging:**

- A. Any proposed system shall provide unified/integrated messaging interoperability with the County's e-mail system.
- B. E-mail Delivery: The system shall deliver voice and fax messages to a user's e-mail inbox with unique identifiers for each.
- C. Message Management
  1. New messages will be delivered to users' voice mailbox and e-mail inbox regardless of the status of the Outlook client.
  2. Users must be able to reply to an internal voice mail message with voice or e-mail response.
  3. System shall provide the option to allow a user to place a voice call directly to the caller while listening to the message.



**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

4. System shall allow users to save a voice message as a .WAV/MPEG file so that it can be save to file folder or attached to an e-mail and sent to any e-mail address.
5. Deleted voice mail messages will be removed from the e-mail inbox and voice mailbox regardless of the interface used to delete them.
6. The message status will be changed from “New” to “Listened to” no matter what interface is used to listen to a message.
7. PC Playback Options
  - a. Provide a playback tool that has the following attributes:
  - b. Does not require any secondary login to voice mail or PC playback control client or playback browser in order to play message.
  - c. Allows user to control playback of message through any user-defined multimedia device or telephone.
  - d. PC playback control will allow user to respond via e-mail, voice mail, or direct dial, delete message, forward message, or save message.
  - E. Emergency Call Recording: Allow user to record calls in progress directly to their mailbox by pressing a button on their telephone.
  - F. Password Protection: Access to a subscriber’s mailbox will be password protected.
  - G. Answer Greeting: Individual personalized greetings of up to three minutes for each mailbox are required. At a minimum, the system will provide standard and extended absence greetings.
  - H. Message Waiting Light: Provide a message-waiting light on the telephone, along with the option to allow a user to set up external notification to pager, cell phone, or another telecommunications device when a new message has arrived.
  - I. User Mailbox Administration: Allows users to change their personal voice mailbox features such as zero out attendant, schedules, and greetings.
  - J. Auto Attendant: Provide multiple auto attendants or trees with the ability to do the following:

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

1. Play different multi-level greetings depending on the time of day, day of week, or day of year.
  2. Provide a company directory that allows dial-by-number or dial-byname.
  3. Provide separate auto attendant or trees for departmental use as required. Can be configured/revise by user-department staff.
  4. Provide zero-out option to predefined extension number or secondary tree.
- K. Call Answer: Calls will be answered on the first ring and be time and date stamped.
- L. Disconnect Detection: Detect that a caller has hung up and immediately disconnect and restore the line to service.
- M. Integration: Must fully integrate with the proposed unified communication system and applications.
- O. Security: A caller shall not be able to pass through any auto attendant to reach an outside line.
- P. System Backup: Provide a means to back up all system configurations, including mailboxes, greetings, auto attendants, and messages. This is normally provided via connection to a separate storage device through the LAN/WAN.

**Unified Communication:**

- A. PC Desktop Call Control
1. Directory/Contacts Dialing: Provide a drop-down box for name entry and dialing from internal directory or Outlook contacts.
  2. Call Control: Provide call control, including dialing, disconnect, transfer, and conference.
  3. Speed Call List: Allow user to program numbers into a personal speed call list.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

4. Call History: Allow user to view and redial a minimum of the last 100 calls placed or received at their telephone extension. The history must include the following:
  - a. Date
  - b. Start and end time
  - c. Telephone number
  - d. Name from system directory and Outlook contacts database
2. Status Change: Allow user to select a status that approximates their current state from a group of predefined definitions

**B. PC Desktop Presence Application**

1. Presence: The ability to dynamically display a person or group of peoples availability or status for various communication systems, including desktop and mobile telephone, IM, PC activity, and Google calendar information.
2. Work Groups/Buddy List: Each user must be allowed to define work groups or a buddy list and assign other users as required, provided their restriction class allows.
3. Restriction Class: Provide a means to restrict which users can view in their buddy list or workgroup.
4. Collaboration: Provide the means to allow real time file and screen sharing, and white boarding.
5. Instant Messaging: Provide the ability to send and receive secure text messages within the County's network. The system must provide logging and archive capabilities and support authentication and encryption.
6. Docking: Allow user to dock the application on the top, side, or bottom of monitor or minimize to system tray if desired.

**Unified Communications Application on Smart Phones and Tablets:**

- A. Enterprise wide Presence
- B. Internal or external calls placed from Smart Phone using UC application will present user's office telephone number.
- C. Provide visual voice mail review and access.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- D. Mobile device users' availability shall be updated based on the current state of the telephone.
- E. Instant Messaging: Provide the ability to send and receive secure text messages from the presence application to the user's mobile telephone.
- F. Video: Support video calling to any video enabled UC device.
- G. Shall be available utilizing public and private networks. Contractor to include any hardware or software required to allow access between the public network and the County network. System shall support a minimum of 10 simultaneous public connections to the County's network and be expandable to support growth on the UC mobility to 300 or more devices.

**Hoteling:**

- A. Allows any user to log into a telephone to change their profile Including telephone number, feature keys, and message waiting lamps.

**Twinning:**

- A. Single Number Reach for Mobile User: Allow user to define when and how calls that are presented to a user's PBX telephone are distributed to their mobile or stationary device, including the following:
  - 1. Time of day and day of week
  - 2. Call ringing location
  - 3. Desk phone
  - 4. Cell phone
  - 5. Other location
  - 6. Simultaneous ring at desk phone and designated alternate
  - 7. Number of rings before forwarding
- B. Call Hand-off: Allow user to hand off active call from desk phone to mobile or from mobile to desk phone without interrupting the call. C. Call Control: Allow user to access PBX features, including the ability to transfer, conference, and place outgoing calls utilizing simple feature/access codes.

## **OTHER APPLICATIONS AND SERVICES REQUIREMENTS**

### **Accounting System:**

- A. The system must provide browser access for system administration, reporting, and maintenance.
- B. The system shall be capable of collecting all inbound (including CLID, Call Line Identification if provided), outbound and internal call records from the telephone system.
- C. The system shall support Authorization/Account codes.
- D. The user database shall support the following inputs or fields:
  - 1. Telephone number
  - 2. First and last name
  - 3. Department or account number
  - 4. Authorization/account code
  - 5. Telephone type & associated cost
  - 6. Location, including building and room number
- E. The system shall allow customized call costing for each trunk group.
- F. The system shall provide standard and customizable report options, which can be generated monthly, weekly, daily, or ad hoc as needed.
- G. The system shall allow monthly reports to be automatically generated and distributed via email or accessed via web browser as designated by the County.
- H. The system shall allow reports to be generated on any of the defined user fields.
- I. The system shall provide call tracing capability—i.e., the ability to trap individual internal and external telephone numbers and generate alarms when a call is received or transmitted from a predefined number.

### **Music On Hold Source:**

- A. Provide music on hold device equipped to support connection to proposed telephone system.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

- B. Solution must offer a wide variety of licensed royalty free music for the County to select from.
- C. Allow County to insert County or professionally recorded announcements and have them played intermittently with the music.

**Emergency Notification System:**

- A. The emergency notification system will provide the County with the ability to alert a single location or multiple locations during emergency situations.
- B. The system will be capable of playing and displaying up to 20 pre-recorded emergency announcements and scrolling text.
- C. Voice announcements will be broadcast over the telephone speakers and PA systems interface.
- D. Text announcements will be presented to the telephone display.
- E. The system will allow alerts to be initiated from any telephone on the network or PC and utilize password protection to prevent un-authorized access.

**Option 4: Cordless Headset (1):**

- A. Multiuse connectivity.
- B. Range up to 350 feet.
- C. Talk time 9 hours.
- D. Convertible wearing style including headband or ear hook.
- E. Noise-canceling microphone.
- F. Provide required options to support electronic hook switch control on the proposed telephone system.
- G. Provide indicator light on headset to indicate user is on a call.

**Option 5: Mitel Trade In Value:**

- A. Provide Salvage/Trade in value of the exiting Mitel system on the cost work sheet.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

Clark County, Wisconsin Title: Standard Terms and Conditions Date: 02/2019

**Standard Terms and Conditions**

1. **Applicability.** The following terms and conditions ("Terms") apply to Clark County ("County") requests for quotes/bids, purchase orders, and all other transactions whereby the County acquires goods and/or services. Any person or entity who submits offers to County ("Contractor") are bound by such Terms.
2. **Specifications.** The stated specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability, and performance level that is desired. When alternates are proposed, they must be identified by manufacturer, stock number and/or such other information necessary to establish equivalency. County shall be the sole judge of equivalency and are subject to County approval.
3. **Deviations; Errors.** Deviations and/or exceptions from any specifications shall be fully described in writing by Contractor. In the absence of such statement, the bid shall be accepted as in strict compliance with any specifications and Contractor shall be held liable for any damages resulting from any deviation or exceptions. Corrections on submitted proposals shall be initiated by Contractor. Corrections without Contractor's initials may be considered a no bid for that item.
4. **Quality and Quantity.** Unless otherwise noted in the request, all materials shall be first quality and no pre-owned, obsolete, discontinued, or defective materials shall be used. The quantities shown on the request are estimated and the county reserves the right to increase or decrease quantities to meet County's actual needs.
5. **Acceptance and Rejection.** County reserves the right to accept or reject any or all offers and to waive any technicality in any offers submitted. Submission of a proposal constitutes an offer and gives the county 60 days to accept such offer upon receipt. Offers by fax or electronic communication are not acceptable unless expressly accepted by County.
6. **Award.** Unless otherwise required or allowed by law, awards will be made to the lowest responsible bidder who conforms to the applicable specifications and terms that are in the best interests of the County. County shall notify Contractor with a written notice of award of contract for sufficient notice of acceptance.
7. **Timing.** Time is of the essence for performance of contract terms. Failure to timely perform subjects Contractor to liquidated damages as solely determined by County as well as the County's right to rescind or terminate the contract at the County's sole discretion.
8. **Bond.** Failure to comply with bond/assurance guarantees will result in Contractor forfeiting the bond/assurance to County.
9. **Delivery.** Failure to adhere to the delivery schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary including administrative costs. Deliveries shall be FOB to the Clark County destination listed on the purchase order or contract. Title and risk of loss shall not pass to Clark County until receipt and acceptance takes place at the FOB point.
10. **Payments.** Unless otherwise agreed, the County will pay properly submitted invoices within thirty (30) days of receipt of such invoice. Payment will not be made until the goods or services are delivered, installed, and accepted as specified. County reserves the right to withhold payment upon dispute without interest or fees.
11. **Permits.** When required, any and all permits and inspections shall be included in the proposal price and shall not be an additional cost to the County. Contractor shall obtain all necessary governmental approval and shall comply with any conditions for such approval.
12. **Property.** Any property removed from County's real property shall remain the property of County.
13. **Taxes.** Clark County is exempt from payment of all federal tax and state and local taxes on its purchases unless the law provides otherwise.
14. **Waiver of Default.** County's making of any payment or acceptance of any service or goods shall not constitute or be construed as a waiver by the County of any breach or waiver of any default and does not impair or prejudice the right to the recovery of damages or other remedies.
15. **Assignment.** Neither party shall assign or delegate any contractual rights, interests, or duties without prior written consent of the other party.
16. **Indemnification.** Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the County, its officers, agents, and employees arising out of the parties' agreement. Nothing contained herein is intended to be a waiver or estoppel of County or its insurer to rely upon the limitations and immunities contained within Wisconsin law. County shall not be liable in indemnity or contribution for an amount greater than the legal limits of municipal liability. County does not waive any limitations, defenses, immunities, and/or damages that the County may be legally entitled to.
17. **Independent Contractor.** County retains the Contractor as an independent contractor upon the Terms. The Contractor shall determine the means, methods, personnel, and resources as well as furnish any and all supplies, equipment, and incidentals necessary to accomplish the objectives of the services/work.
18. **Insurance.** The Contractor shall purchase and maintain primary, occurrence-based insurance, including Worker's Compensation insurance, to protect itself from any and all claims deriving from the services/work agreed upon. Contractor shall purchase and maintain insurance to protect itself from claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss or use resulting therefrom and from claims arising out of the performance of this Agreement by the Contractor. The Contractor shall also name as additional insured on its general liability insurance the County, its officers, agents, and employees. The base limits of such policies shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Policies shall not be cancelled or modified without at least thirty (30) days prior written notice to County. Contractor shall provide proof of insurance to County within ten (10) days upon request. Contractor agrees to have their insurance carrier waive any right to subrogation against the County, as the case may be, so long as the insurance is not invalidated thereby.
19. **Termination.** Contractor's failure to perform or comply with Terms or provisions in an agreement shall constitute a breach of contract. County may require corrective action within ten (10) days from receipt of written notice of breach. Failure to timely cure the breach or failure to provide a written reply within the prescribed ten (10) days shall constitute a default of the contract and provide the County the option to terminate the agreement immediately. Upon ten (10) days written notice delivered to the address indicated in the proposal to Contractor, Clark County may without cause and without prejudice to any other right to remedy, terminate the agreement for Clark County's convenience whenever Clark County determines that such termination is in the best interest of the county. County reserves the right to terminate any agreement due to non-appropriation of funds. Upon termination, the Contractor shall be liable for liquidated damages and the acceleration for any and all amounts due under the agreement.
20. **Condition Precedent.** If Contractor fails to fully and satisfactorily complete any conditions precedent, the County may terminate the agreement immediately subject to the damages set forth in Section 18.
21. **Warranty.** Unless specifically expressed otherwise, goods and services shall be provided by Contractor in a good and workmanlike manner and warranted against any defects for one (1) year from the date of receipt. Any equipment manufacturer's standard warranty shall apply as a minimum and must be honored.

**Clark County**  
**Title: VOIP Telephone System RFP**  
**Date: 04/2019**

22. **Subcontractors.** Contractor may enter into subcontracts with County's prior written consent. Subcontractors are bound by the Terms. County reserves the right to make direct payments payable to subcontractors. Contractor shall maintain a list of subcontractor, suppliers, and service providers and provide County the list upon request.

23. **Records.** The County intends to maintain an open process in procurement activities. County and the Contractor shall comply with the Wisconsin Public Records Law, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the County and the Contractor. All documents prepared or furnished to County by Contractor and Contractor's subcontractors shall be County's property. Any restrictions on the use of data contained within a request or a contract must be clearly stated in the proposal or contract itself. Proprietary information submitted in response to a request will be handled in accordance with applicable state and/or federal law. The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County reserves the right to inspect Contractor's records upon request.

24. **Waiver; Severability.** Any waiver by either party of a breach of any provisions of this agreement shall not affect, in any respect, the validity of the remainder of this agreement. Any enforceable portions of this agreement shall be enforced even though other portions of the agreement may be deemed unenforceable.

25. **Applicable Law and Venue.** Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin and venue for any legal action between the parties shall be in Clark County. Contractor shall at all times and at their sole responsibility abide by any and all applicable local, state, and/or federal statutes, ordinances, rules and regulations including, but not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, prevailing wage, OSHA, state administrative code, and the Americans with Disabilities Act.

26. **Entire Agreement.** Terms shall apply and be fully incorporated into any other agreement of parties. Said agreement, which shall include Terms, shall constitute the entire agreement, and no other terms and conditions in any document or statement shall be effective unless agreed to in writing by the county. Unless otherwise stated in an agreement, Terms supersede any conflicting terms and/or conditions stated in any documents or statement.



**Bid Proposal and Certificate**

Official Company Name:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Website: \_\_\_\_\_

Principal Contact Name:

\_\_\_\_\_

Principal's Position:

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Project: \_\_\_\_\_

Attachments:  Yes  No

The undersigned, on behalf of individual or vendor, hereby submits the following proposal:

• **TOTAL:** \_\_\_\_\_

The undersigned hereby swears, under the penalty of perjury, the following:

Individual/vendor certifies that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition and that this bid/quote has been independently arrived at without collusion with any other bidder, competitor or potential competitor.

We certify that we have examined and carefully checked the instructions and specifications before submitting the bid/quote, have prepared the bid/quote from the instructions and specifications, and have submitted a bid/quote that is fully compliant.

The undersigned hereby represents the full authority to bind the individual or vendor on behalf of whom the signature is provided.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Date