Request for Proposals (RFP)

IP Telephony and Voicemail System Voice Over Internet Protocol Solution (VoIP) RFP #2024-WN-003



RFP Response Deadline: Wednesday February 14th, 2024 at 10:00 A.M.

Mandatory Site Visit: Wednesday January 10th, 2024 at 11:00 A.M.

Proposals Due:

Wednesday February 14th, 2024 at 10:00 A.M. EST. Time

At

Town Clerk's Office

381 Main Street

West Newbury, Massachusetts 01985

TABLE OF CONTENTS

| 1. | Project Overview | 4 |
|-----------|--|----|
| | 1.1 Project Description | 4 |
| | 1.2 Scope of Work | 4 |
| | 1.3 Plan for Providing the Services | 4 |
| | 1.4 Estimated Procurement Calendar | 4 |
| 2. | Project Specifications | 5 |
| | 2.1 Phone System Requirements | 5 |
| | 2.2 Required Basic Features and Functionality | 5 |
| | 2.3 Required Voicemail Features | 5 |
| | 2.4 Required Attendant Console Features | 6 |
| | 2.5 Required System Reporting and Call Detail Reporting | 6 |
| | 2.6 Add/Alternatives | 6 |
| | 2.7 Existing Conditions | 6 |
| 3. | General Conditions | 7 |
| | 3.1 General | 7 |
| | 3.2 Definitions | 8 |
| 4. | Request for Proposal (RFP) Submittal Instructions | 8 |
| | 4.1 Request for Proposal (RFP) Document | 8 |
| | 4.2 Mandatory Pre-Submission Site Walk | 9 |
| | 4.3 Oral Presentation | 9 |
| | 4.4 Questions and Addenda | 9 |
| | 4.5 RFP Due Date and Required Copies | 9 |
| | 4.6 RFP Submittal Modifications | 10 |
| 5. | Proposal Submission Requirements | 10 |
| | 5.1 Contents of Proposal | 10 |
| | 5.2 Proposal Forms | 11 |
| | 5.3 Financial Information | 11 |
| | 5.4 Wage Rates | 12 |
| 6. | Proposal Evaluation Criteria | 12 |
| | 6.1 Evaluation of Responses | 12 |
| 7. | Award of Contract | 13 |
| | 7.1 Selection Procedures | 13 |
| | 7.2 Award of Contract | 13 |
| | 7.3 Rules of Contract Award | 14 |
| | 7.4 Change Orders and Adjustments | 14 |
| | 7.5 Payment Procedures and Contract Value | 14 |
| | 7.6 Applicable Provisions of the Law | 14 |
| | 7.7 Independent Contractor | 14 |
| | 7.8 Indemnification | 14 |
| | 7.9 Insurance | 15 |
| | 7.10 Termination | 15 |

Attachments

Attachment A: Bidder Identification Form Attachment B: Cover Sheet for Price Proposal

Attachment C: Bidder Business Reference Form (3 Required)

Attachment D: Complete List of Inventory & Needs

Attachment E: System Summary Form

Attachment F: Proposal Evaluation Score Sheet For Reference Only *To Be Used Internally*

1. Project Overview

Project #: 2024-WN-003

Project Title: VoIP Phone System

Due Date: Wednesday February 14th, 2024 at 10:00 A.M Eastern Time

Notice is hereby given that proposals will be received by the Town of West Newbury, to provide and install a new phone system for three (3) Town facilities.

1.1 Project Description

The Town of West Newbury seeks a certified telecommunications contractor to supply, provision, fully install, and test a unified Voice-over-Internet Protocol (VoIP), multi-site telephone system within its three (3) listed facilities, replacing the Town's aging phone system, to integrate the new system, and to provide appropriate administrative and user training. The awarded Contractor will be responsible for furnishing all labor, supervision, equipment, materials and supplies necessary to properly and competently install the IP based telecommunications system and support items included in this contract in accordance with the performance thresholds outlined in this Request for Proposals (RFP).

1.2 Scope of Work

The VoIP system will replace the current telephone system and requires an open standard VoIP system that provides four-digit dialing between locations, a centralized voicemail system that can be used transparently by all locations, and the ability for all locations to be part of a single phone system. The equipment shall be the newest model and in current production. Reconditioned, remanufactured or demo models shall not be accepted.

The Bidder will source the equipment, perform all programming and installation, testing, and training. The solution should be expandable, as may be needed.

1.3 Plan for Providing the Services

The Bidder shall complete the work described in the Scope of Work in accordance with the Contract Documents. The work shall not start later than May 1st, 2024 and must be completed by December 31, 2024. The start date may be negotiated with the Town and adjusted only upon agreement from the Town (as represented by the Chief Procurement Officer).

1.4 Estimated Procurement Calendar

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Town of West Newbury. In the event the Town of West Newbury finds it necessary to change any of the specific dates and times, it will do so by issuing an amendment to this RFP. Formal notification will be issued for changes of the estimated dates and times through an addendum.

| Estimated Procurement Calendar | | | | |
|---|------------|-----------|--|--|
| Tasks | Date | Time | | |
| RFP Issued on COMMBUYS | 12/11/2023 | 10:00 A.M | | |
| Mandatory pre-submission site walk | 1/10/2024 | 11:00 A.M | | |
| Written questions/clarifications due on or before | 1/31/2024 | 4:00 P.M | | |
| Release of official responses due on or before | 2/7/2024 | 4:00 P.M | | |
| Proposal submission deadline on or before | 2/14/2024 | 10:00 A.M | | |
| Bidder Evaluations - Vendor Presentations | 3/1/2024 | 10:00 A.M | | |
| Preliminary award on or before | 3/15/2024 | 4:00 P.M | | |

2. Project Specifications

2.1 Phone System Requirements

The system must act as a single system image in a multi-site environment and be scalable up to 150 users. The preferred high-level components of functionality include voicemail, conferencing, reporting, and system administration. There is a strong preference for VoIP-SIP solutions.

The Contractor will assist the Town in evaluating its existing number of lines and extensions and advise on consolidating, reducing, or adding as may best meet the needs of the Town.

2.2 Required Basic Features and Functionality

- A. Cloud-based VoIP technology
- B. Ability to expand its capacity when needed
- C. Two factor authentication to allow for remote changes
- D. Four-digit dialing from any site to any site, where possible
- E. Direct Inward Dialing (DID), as well as Caller-ID for incoming calls
- F. All staff phones must have speakerphone capabilities
- G. Access to 911 service subscriber shall be able to obtain emergency service/assistance by dialing 911
- H. Extension forwarding and call transfers to user defined external numbers such as the user's cell phone, home phone, or another location on or off the network
- I. Ability to have multiple ring groups
- J. Search-by-name directory for employees
- K. Compatible with headsets for hands free operation
- L. Availability of conferencing features
- M. User phones must feature a message waiting indicator light, bridges (multi) line appearance, intercom calling and multiple line appearances

2.3 Required Voicemail Features

- A. Ability to function as a part of a network with a centralized voicemail system, including the ability to have message waiting indicator lights at each site
- B. Voicemail box for each extension/user

- C. Ability to access voicemail remotely
- D. Support a "zero-out" to the system attendant for each office
- E. Assignment of a default password for users, and provide a mechanism to reset passwords for users that are locked out of their mailboxes
- F. Allow users to transfer a call directly to their own or another user's voicemail
- G. Ability to change greetings and passwords remotely
- H. Allow users to obtain instructions through system prompts
- I. Ability to set a scheduled general voicemail based on time of day, days of week, and days of year, (i.e., "The office is now closed," "The office is closed for the observed holiday and will reopen")
- J. Ability to transfer messages to other (multiple) users and append them with their own comments, allow users to modify their own passwords, and allow users to record multiple greetings for internal and external callers, out-of-office messages, email, etc.

2.4 Required Attendant Console Features

- A. Provide an attendant console for servicing incoming calls to the network. The console will feature a simple, uncluttered layout of call appearance keys, attendant function keys and a large, easy to read display
- B. User phones must feature a message waiting indicator light, bridges (multi) line appearance, intercom calling and multiple line appearances
- C. Intercom capability through the phone system, specifically through the phone speakers. System must also offer the ability to mute this option, when necessary
- D. The proposed phones must provide a built-in switch for PC connectivity
- E. Ability to operate at any location in case one of the offices must close

2.5 Required System Reporting and Call Detail Reporting

- A. Ability to use one centralized call accounting system to track calls out of all locations on the network. The call accounting system must be able to distinguish which phone originated the call regardless of the phone's physical location on the network
- B. Call Detail Reporting (CDR) records must be in an exportable format for external analysis. Acceptable formats include Microsoft Excel, flat text file, etc.

2.6 Add/Alternatives

- A. E-mail integration with Microsoft Outlook/Office 365 and provide unified messaging solution
- B. Ability to use IP Soft Phones

2.7 Existing Conditions

A detailed inventory and needs list are provided in Attachment D.

| Building | Current | Needs | Change |
|-----------------------------|---------|-------|--------|
| 1910 Building- Town Offices | 28 | 37 | 9 |
| 381 Main Street | | | |
| GAR Memorial Library | 2 | 3 | 1 |
| 490 Main Street | • | | |
| Public Safety Complex | 41 | 41 | 0 |
| 401 Main Street | | | |
| Hardlines | | | |
| Security System | 1 | 1 | 0 |
| Emergency | 1 | 1 | 0 |
| Elevator | 1 | 1 | 0 |
| Fax 1st floor | 1 | 1 | 0 |
| Fax 2nd floor | 1 | 1 | 0 |
| Total Hardlines | 5 | 5 | 0 |
| | | | |
| Total | 81 | 91 | 10 |

| Hardlines | Current | Needs | Change |
|--------------|---------|-------|--------|
| 978-363-1212 | 1 | 1 | 0 |
| 978-363-1213 | 1 | 1 | 0 |
| 978-363-1115 | 1 | 1 | 0 |
| 978-363-1118 | 1 | 1 | 0 |
| 978-363-1114 | 1 | 1 | 0 |
| 978-363-1111 | 1 | 1 | 0 |
| 978-363-1112 | 1 | 1 | 0 |
| 978-363-1120 | 1 | 1 | 0 |
| 978-363-1601 | 1 | 1 | 0 |
| 978-363-1103 | 1 | 1 | 0 |
| 978-363-1246 | 1 | 1 | 0 |
| 978-363-2388 | 1 | 1 | 0 |
| 978-363-2409 | 1 | 1 | 0 |

3. General Conditions

3.1 General

- A. The work contemplated in the contract is described in the Contract Documents. Each Bidder shall examine the proposal documents and inform themselves and any Sub-Contractors as to the Contractor's responsibilities on the project.
- B. It is required that each Bidder visit the sites of the installations and familiarize themselves with the job site conditions, the work in place, and generally inform themselves of all conditions affecting execution of the work contemplated in this contract.

C. The specifications exhibit the intent and purpose of the Town of West Newbury regarding the work, and they shall be so considered by the Bidders. Accordingly, the Bidder admits and agrees that they are not complete in every detail and that work, and materials not indicated or expressly mentioned in the specifications, which are manifestly necessary for the full and faithful performance of the work in accordance with the true intent, will be included in their proposal and incorporated into the work the same as if indicated and specified. In the case of ambiguity with regard to the quantity and/or quality, the Bidder shall include in their proposal the better quality and/or greater quantity, and all costs therewith shall be included in their proposal.

D. No consideration will be granted for any alleged misunderstanding of the requirements of the Contract Documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the Contract Documents.

3.2 Definitions

- A. <u>Bidder</u>: An individual, corporation or other entity engaged in the business of supplying communication network services and related goods and services who has submitted a response to this RFP solicitation and/or the individual, corporation or other entity that is awarded a contract as a result of this procurement.
- B. Contract: The word "contract" refers to any contract resulting from this RFP.
- C. <u>Contract Documents</u>: Consist of (1) the Invitation to Propose, (2) Bidder Identification Form, (3) Cover Sheet for Price Proposal, (4) Bidder Business Reference Forms, (5) Price Proposal, (6) System Summary Form Checklist
- D. Contractor: The Bidder awarded any contract resulting from this RFP.
- E. <u>Session Initiation Protocol (SIP)</u>: Signaling protocol for Internet conferencing, telephony, presence, events notification and instant messaging.
- F. <u>Town of West Newbury</u>: Where the words "Town of West Newbury" is used herein, it shall be understood to refer to 381 Main Street, West Newbury, Massachusetts 01985.
- G. <u>Request for Proposal (RFP)</u>: The mechanism used by a Procuring Department to ask contractors for quotations of a specific commodity or service prior to purchasing in order to get the best value and/or generate competition for the lowest price.
- H. <u>Response</u>: A Response from a Bidder to a Request for Proposal (RFP) under a competitive Procurement; also referred to as a "bid," "quote" or "proposal."
- I. <u>Work</u>: Wherever the word "Work" is used herein, it shall be understood to refer to the installation, connection, testing, cutover, additions, modifications, replacement, and improvements to the Town of West Newbury's Telecommunication System(s) together with all necessary and required associated activities attending completion of the project.

4. Request for Proposal (RFP) Submittal Instructions

4.1 Request for Proposals (RFP) Document

The RFP is available at no charge at **10:00 A.M on Monday December 11, 2023** by e-mail request at <u>Procurement@WNewbury.org</u>. A hardcopy is also available and can be requested by a consultant

for pick-up in-person at the Town Clerk's Office, located at 381 Main Street, West Newbury, Massachusetts 01985. To schedule a pick-up day and time, email (at the above referenced e-mail) or call 978-363-1100 x.139

4.2 Mandatory Pre-Submission Site Walk

All interested Bidders who wish to be considered MUST be represented at a mandatory presubmission site walk prior to the RFP submission. This Mandatory Pre-Submission Site Walk will be held at 11:00 A.M on Wednesday January 10th, 2024 on site starting at the Town Offices Building, or 1910 Building, at 381 Main Street, West Newbury, Massachusetts 01985 followed by the Public Safety Complex located at 401 Main Street and ending at the GAR Memorial Library located at 490 Main Street. The site walk should take no longer than two hours. Failure of a representative from the Bidder's firm to attend this site walk will forfeit RFP submission eligibility.

Prospective Bidders intending to participate in the site visits are asked to notify the Chief Procurement Officer, in advance via email, at Procurement@WNewbury.org and to provide their contact information in the event that the site visit needs to be rescheduled.

4.3 Oral Presentation

An oral presentation by the Bidders in final contention for award of a Contract may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: first, to allow the bidder to demonstrate capabilities of the firm and to clarify the bidder's responses to the RFP; second, to allow the Town Staff to meet the bidder's key personnel who would be assigned to the project. Attendance at such a presentation, which shall be scheduled at the Town's and Bidder's mutual convenience, shall be at the bidder's expense.

4.4 Questions

Questions pertaining to the RFP submission process must be submitted via e-mail only. All inquiries shall be sent to Procurement@WNewbury.org and shall be received no later than Wednesday January 31st, 2024 at 4:00 P.M. Questions and responses received will be forwarded to all Bidders who received the RFP.

4.5 RFP Due Date and Required Copies

Five (5) RFP hardcopy packets and one (1) flash drive with the electronic files no later than <u>10:00</u> <u>A.M on Wednesday, February 14th, 2024.</u> The submitted packets shall be clearly marked, "VoIP Phone System RFP" and delivered in a sealed envelope during regular business hours to:

West Newbury Town Clerk's Office 381 Main Street West Newbury, MA 01985

If for any unforeseen circumstances the Town Offices are closed on the submission date and time, the receipt of submission will be postponed to the next normal business day at the time posted in the RFP.

4.6 RFP Submittal Modifications

A Bidder may correct or modify a submission by written notice received by the Town prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled "VoIP Phone System RFP – Modifications." The Bidder's name and address shall also be written on the envelope delivered to:

West Newbury Town Clerk's Office 381 Main Street West Newbury, MA 01985

After the receipt deadline, a Bidder may not change any provision of the submission. Minor informalities may be waived and/or the Bidder may be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document, the mistake will be corrected to reflect the intended correct submission, and the Bidder will be notified in writing by the Town; the Bidder may not withdraw the submission. A Bidder may withdraw a submission if a mistake is clearly evident on the face of the document, but the intended correct submission is not similarly evident.

Submission may be withdrawn prior to the time of receipt of submissions (due date), only on a written request by e-mail to the Town. This e-mail shall be sent to Procurement@WNewbury.org. No Bidder shall withdraw a submission within a period of thirty (30) days after the date set for the receipt of submission.

All submissions, response inquiries or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documents submitted by bidders, shall become the property of the Town when received.

5. Proposal Submission Requirements

5.1 Contents of Proposals

To be considered for selection under this RFP, all prospective vendors shall include and submit the following information with their proposal:

- A. Bidder/Company Introduction: Give a brief background of the company, including history, size and staffing structure.
- B. Subcontractor Introduction: List and detail any subcontractors that may be utilized for this work, if any, including firm name, discipline, and name of employee(s).
- C. Bidder/Company References: List previous experience similar to this VoIP phone system project. Give project title, address, scope, contract value and completion date. Supply contact reference information, including name, title, phone number and e-mail address. At least three references shall be furnished.
- D. Describe Overall Approach: How will the Bidder/Company approach the project in an outlined manner that will address the specifics stated in the Scope of Work?
- E. Schedule: Supply draft schedule of the project in chart or list form.
- F. Insurance: Demonstrate ability to provide professional liability insurance of \$1,000,000.

5.2 Proposal Forms

Proposal shall consist of five (5) hard copies and one (1) PDF on USB drive of the following:

- A. Company information
- B. Signed Proposal Form
- C. Proposed price with breakdown of the following:
 - a. Cost of system hardware
 - b. Lease VS. Buyout Cost Sheet
 - c. Software (indicating annual licensing fees, if any)
 - d. Infrastructure/wiring
 - e. Headsets and consoles (indicate cost per unit)
 - f. Labor
 - g. Third party charges and other fees
- D. Proposed schedule for implementation
- E. Inventory of proposed equipment, with cost including cut sheets, if available
- F. Names and contact information of three (3) entities for which the Contractor has successfully supplied similar equipment to an operation of comparable size, to illustrate the ability to perform the scope of work described herein.

5.3 Financial Information

Please provide the following financial data:

- A. The response to this RFP MUST INCLUDE an itemized schedule of all equipment and software for the proposed system. The **BUY OUT** pricing quote must include:
 - a. Complete installation of all system components and software
 - b. Complete programming of all system components and software
 - c. Complete testing of all system components and software prior to system cutover, including Quality of Service, or QoS, testing
 - d. On-site station reviews and determination of user requirements
 - e. Full system configuration documentation provided to the Town to include all user features and function and complete call flow information by station
 - f. Add/delete cost schedule for all system components and software
 - i. Include both pre-cut and post-cut prices
 - ii. Indicate how long the post-cut prices will remain in effect
 - iii. Pre-cut component pricing must remain in effect through system acceptance
 - g. Maintenance cost for the system, as configured, after the warranty period
 - i. Clearly specify the warranty period for all hardware and software components
 - ii. Software update costs
 - iii. Software upgrade costs

- iv. One-time charges and monthly recurring charges based on 3-year agreement, 5-year agreement and 7-year agreement
- v. Monthly service charges, subscription charges, licensing cost, etc.
- vi. Tech support for system maintenance/upgrades

B. The **LEASE-OPTION** pricing quote must include:

- a. Complete installation of all system components and software
- b. Complete programming of all system components and software
- c. Complete testing of all system components and software prior to system cutover, including QOS testing
- d. On-site station reviews and determination of user requirements
- e. Full system configuration documentation provided to the Town to include all user features and function and complete call flow information by station
- f. One-time charges and monthly recurring charges based on a 3-year agreement, 5-year agreement and 7-year agreement
 - i. Monthly service charges, subscription charges, licensing cost, etc.
- g. Maintenance Pricing
 - i. Software Update Costs
 - ii. Software Upgrade Costs
 - iii. Tech Support for System Maintenance/Upgrades

5.4 Wage Rates

This is a prevailing wage contract. The Contractor hereby agrees to adhere to all prevailing wage rate laws, reporting requirements and schedules as determined by the Commission of the Commonwealth of Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety and the United States Department of Labor. The Proposer must pay prevailing wage rate, when applicable, as determined by the Division of Occupational Safety. The DOS website is located at www.mas.gov/dos.

The Contractor must adhere to all reporting requirements related to the payment of prevailing wage.

6. Proposal Evaluation Criteria

6.1 Evaluation of Responses

Bidders must submit responses that meet all the submission requirements of the RFP as defined herein. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the Advisory Group according to the evaluation criteria. Additional information may be requested from the Bidder by the Town of West Newbury for evaluation purposes.

Any submission which fails to meet the submission requirements of the RFP will be found non-responsive without further evaluation unless the Town of West Newbury Advisory Group, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the Advisory Group may allow the Bidder to make minor corrections to the submission.

The evaluation criteria will consider the following:

| 1. Mandatory Requirements | No Points Awarded. Compliance Required. |
|---|---|
| 2. All Required Forms Provided | No Points Awarded. Compliance Required. |
| 3. Required Specifications | 0-20 Points Awarded as per Evaluation Criteria. |
| 4. Bidders' References | 0-15 Points Awarded as per Evaluation Criteria. |
| 5. Bidders' Proposed Costs | 0-20 Points Awarded as per Evaluation Criteria. |
| 6. Finalists' Presentation – Innovative | 0-20 Points Awarded as per Evaluation Criteria. |
| Approach | - |

7. Award of Contract

7.1 Selection Procedures

The Town of West Newbury Select Board has authorized the Chief Procurement Officer (CPO) of the Town to conduct the selection process with input from an Advisory Group comprised of Town staff, a Select Board member and a resident of the Town. The CPO will collaborate with the Advisory Group to rank all submitted RFP applicants and from this ranking, select at least three (3) most qualified finalists (if possible) to interview and present their RFP to the Advisory Group. This interview will allow the Bidder the opportunity to present their proposal to the Advisory Group in greater detail where both parties can ask and receive questions and convey additional information.

Once these final interviews commence, the Advisory Group will collaborate with the CPO and rank the finalists as first choice, second choice, and third choice, if applicable. The CPO, as authorized by the Town of West Newbury's Select Board, will select the most responsive and responsible proposal, with the highest ranking and within the project fee limit of \$65,000. In no event shall this fee be higher than the not-to-exceed amount of \$65,000.

7.2 Award of Contract

Once the evaluation has been completed, the CPO will review the calculations and the Bidders will be ranked as first choice, second choice and third choice. The CPO will then contact the first choice Bidder and commence the negotiation of a contract. The Contract will be awarded to the Bidder with the lowest overall cost that has met all mandatory performance and specification requirements per the evaluation process.

The fee will be a fixed project fee. <u>Fee structure value shall not exceed \$65,000</u>. The Town and the Contractor shall also agree upon a payment schedule based on a task completion percentage matrix. If an overall project fee is not agreed upon by the CPO and the Contractor, the Town will notify the Contractor about the failure of agreement and immediately commence negotiation with the second choice Contractor and so on until a final Contractor is chosen by the Town.

7.3 Rules of Contract Award

A contract will be awarded per M.G.L. c. 30B Procurement of Supplies and Services and award to one Contractor who offers the most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.

7.4 Change Orders and Adjustments

- A. No deviation shall be made to the Scope of Work unless authorized by a written change order from the Awarding Authority, which change order shall include an equitable adjustment of the contract price agreed to between the Awarding Authority and the Contractor, if any. Under no circumstances may a change order be authorized orally.
- B. Change orders may be authorized on behalf of the Awarding Authority by the Chief Procurement Officer of the Town of West Newbury.

7.5 Payment Procedures and Contract Value

Payment to the Contractor shall be due and payable upon completion of the project as described in the Scope of Work to the complete satisfaction of the Town of West Newbury.

<u>The contract value of this contract shall not exceed \$65,000</u> unless a change order has been approved by the Town prior to the additional work being completed.

7.6 Applicable Provisions of the Law

This is a Massachusetts contract and shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts. To the extent that any of the provisions contained herein are inconsistent with the requirements of the Massachusetts General Laws or other applicable law, the requirements of applicable provisions of law shall control and any such inconsistent provisions hereof shall be deemed modified or stricken to the extent required to comply with the law.

7.7 Independent Contractor

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

7.8 Indemnification

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence of misconduct of the Contractor, or the Contractor's agents or employees.

7.9 Insurance

A. The Contractor shall obtain and maintain in full force and effect during the term of this agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the Town, as set forth below:

General Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

OR Combined Single Limit \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws, per state statutory requirements.

B. All policies shall identify the Town of West Newbury as an additional insured (except Workers' Compensation) and shall provide the Town shall receive written notification at least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided by the Town upon the execution of an Agreement to complete the Work. Each such certificate shall specifically refer to the Agreement and shall state that such insurance is as required.

7.10 Termination

A. Termination for Cause: If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing, by mail or e-mail, stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice, by mail or e-mail, thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, the Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination,

the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. <u>Termination for Convenience</u>. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice, by mail or e-mail, specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

Attachment A – Bidder Identification Form

The Bidder must complete the following form and include it with its response. Date: **Bidder Name: Contact Name:** Title: **Business Address:** City, State, Zip Code: **Telephone Number: E-Mail Address:**

ATTACHMENT B: Cover Sheet for Pricing Proposal

Sign and Submit with Price Proposal

In submitting and signing this proposal, we certify 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 trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that the Town of West Newbury is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

| Bidder Name (Please Print) | |
|----------------------------|-----------|
| Title | Signature |
| Date | |

Attachment C – Bidder Business Reference Form (Three Required)

| Bidder Company Name | : |
|-----------------------------|---|
| REFERENCE #1 | |
| Customer Name | |
| Contact Name | |
| Contact Address | |
| Contact Telephone # | |
| Contact E-Mail | |
| Installation Date | |
| Brief Description of | |
| Telecommunications | |
| System Solution | |
| Installation | |
| | |
| | |
| REFERENCE #2 | |
| Customer Name | |
| Contact Name | |
| Contact Address | |
| Contact Telephone # | |
| Contact E-Mail | |
| Installation Date | |
| Brief Description of | |
| Telecommunications | |
| System Solution | |
| Installation | |
| | |
| | |
| REFERENCE #3 | |
| Customer Name | |
| Contact Name | |
| Contact Address | |
| Contact Telephone # | |
| Contact E-Mail | |
| Installation Date | |
| Brief Description of | |
| Telecommunications | |
| System Solution | |
| Installation | |
| | |

Attachment D: Complete List of Inventory & Needs Public Safety Building 401 Main Street

| Office | Current | Needs | Change |
|----------------------|---------|-------|--------|
| | | | 84 |
| Police | | | |
| Chief | 1 | 1 | 0 |
| Admin | 1 | 1 | 0 |
| | | 1 | 0 |
| Sgt | 1 | | _ |
| Sgt | 1 | 1 | 0 |
| Sgt | 1 | 1 | 0 |
| Booking | 1 | 1 | 0 |
| Sallyport | 1 | 1 | 0 |
| Kitchen | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Sgt | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| 911/CID | 1 | 1 | 0 |
| Interview | 1 | 1 | 0 |
| Total Police | 16 | 16 | 0 |
| | - | | |
| Disaptch | | | |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| | 3 | 3 | |
| Total Dispatch | 3 | 3 | 0 |
| F: | | | |
| Fire | | | |
| Training Room | 1 | 1 | 0 |
| Fire Bay | 1 | 1 | 0 |
| Fire Bay | 1 | 1 | 0 |
| Radio Room | 1 | 1 | 0 |
| Radio Room | 1 | 1 | 0 |
| Shop | 1 | 1 | 0 |
| Kitchen | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Total Fire | 11 | 11 | 0 |
| | | | |
| Emergency Management | | | |
| Office | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Office | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | |
| | | | 0 |
| Workstation | 1 | 1 | 0 |
| Workstation | 1 | 1 | 0 |
| Radio Room | 1 | 1 | 0 |
| Radio Room | 1 | 1 | 0 |
| Total Emergency Mgt. | 11 | 11 | 0 |
| | | | |
| Total Public Safety | 41 | 41 | 0 |

| Hardlines | Current | Needs | Change |
|--------------|---------|-------|--------|
| 978-363-1212 | 1 | 1 | 0 |
| 978-363-1213 | 1 | 1 | 0 |
| 978-363-1115 | 1 | 1 | 0 |
| 978-363-1118 | 1 | 1 | 0 |
| 978-363-1114 | 1 | 1 | 0 |
| 978-363-1111 | 1 | 1 | 0 |
| 978-363-1112 | 1 | 1 | 0 |
| 978-363-1120 | 1 | 1 | 0 |
| 978-363-1601 | 1 | 1 | 0 |
| 978-363-1103 | 1 | 1 | 0 |
| 978-363-1246 | 1 | 1 | 0 |
| 978-363-2388 | 1 | 1 | 0 |
| 978-363-2409 | 1 | 1 | 0 |

| 378 303 Z 4 03 | | | U |
|---------------------------|---------|-------|--------|
| Town Office | Current | Needs | Change |
| Accountant Office | 2 | 2 | 0 |
| Town Treasurer | 2 | 2 | 0 |
| Town Manager/Clerk | 4 | 4 | 0 |
| Assessor | 2 | 2 | 0 |
| Water | 2 | 3 | 1 |
| Planning | 2 | 2 | 0 |
| DPW director | 1 | 1 | 0 |
| Conservation | 1 | 2 | 1 |
| BoH Admin | 1 | 1 | 0 |
| BoH Director | 1 | 2 | 1 |
| Inspection | 4 | 4 | 0 |
| DPW Projects | 1 | 1 | 0 |
| DPW Admin | 1 | 1 | 0 |
| DPW back office | 1 | 1 | 0 |
| CoA | 2 | 3 | 1 |
| Lobby | 0 | 1 | 1 |
| Achives | 0 | 1 | 1 |
| 1st Floor Hearing Room | 0 | 1 | 1 |
| 2nd Floor Hearing Room | 1 | 1 | 0 |
| Food Pantry | 0 | 1 | 1 |
| Annex | 0 | 1 | 1 |
| Total Town Office | 28 | 37 | 9 |
| 101 | | | |
| Library | 1 | 2 | 1 |
| Reference Desk | 1 | 2 | 1 |
| Director Office | 1 | 1 | 0 |
| Total Library | 2 | 3 | 1 |
| Hardlines | | | |
| Security System | 1 | 1 | 0 |
| Emergency | 1 | 1 | 0 |
| Elevator | 1 | 1 | 0 |
| Fax 1st floor | 1 | 1 | 0 |
| Fax 2nd floor | 1 | 1 | 0 |
| Total Hardlines | 5 | 5 | 0 |
| | | | |
| Total | 35 | 45 | 10 |
| | | | |

Attachment E – System Summary Form

| Bidder Company Name: | |
|----------------------|--|
| | |

The Bidder must complete the following form and include it with its response.

| System/Call Processor | Standard | Optional | N/A |
|---|----------|----------|-----|
| Cloud-Based VoIP Phone System | | • | |
| Scalable to over 150 telephones | | | |
| Two factor authentication to allow for remote changes | | | |
| Redundant/distributed call control/processing | | | |
| Redundant/distributed auto-attendant/voicemail | | | |
| Redundant power supplies | | | |
| Redundant network 10/100/1000 Mbps uplink ports | | | |
| SIP compatible | | | |
| Survivable dial tone for all remote IP locations | | | |
| ANI/ALI Enhanced 911 (E 911) capability to | | | |
| department/room level | | | |
| Caller ID Display (external and internal) | | | |
| Music or pre-recorded message on hold | | | |
| Configurable call routing time of day | | | |
| Ability to integrate analog equipment such as fax machines, | | | |
| etc. | | | |
| Direct Inward Dialing (DID) | | | |
| Ability to block Caller ID | | | |
| Assign single Caller ID to all outgoing calls | | | |
| Advanced audio and/or video conferencing (Desirable) | | | |
| Call recording (state number of hour) () | | | |
| Ability to distinguish between internal/external calls | | | |
| Support for Open Application Programming Interfaces | | | |
| (APIs) standards | | | |
| Support for video collaboration and H.264 standards | | | |
| Support for Session Initiation Protocol (SIP) standards | | | |
| Support for Telephony Application Programming Interface | | | |
| (TAPI) standards | | | |
| Integration with Android, iPhone (Apple IOS) mobile | | | |
| devices | | | |
| Integration with Wi-Fi, 4G/5G, Cellular | | | |
| Integration with enterprise WLAN infrastructures | | | |
| Find Me/Follow Me | | | |
| Detailed call logging and reporting (CDR) | | | |
| View corporate directory | | | |
| Identify CID, if using personal phone client | | | |

| Automatic handover between Wi-Fi/Cellular | | | |
|---|----------|----------|-----|
| Integration with Microsoft Windows Active Directory (AD) | | | |
| for user authentication | | | |
| Telephone Features | Standard | Optional | N/A |
| Password protected login/logout | | | |
| Speed dials | | | |
| Hold | | | |
| Transfer (prompted and direct) | | | |
| Direct voice mail transfer | | | |
| Pickup extension from group | | | |
| Park | | | |
| Last number redial | | | |
| Audio conference, minimum of 3 (Desired) | | | |
| 10/100/1000 pass through port | | | |
| Attendant IP Consoles | | | |
| Multiple line appearance on business phones – minimum of | | | |
| 3 | | | |
| Message waiting indicator | | | |
| Full duplex speakerphone | | | |
| Voice Messaging System | Standard | Optional | N/A |
| Multi-level auto-attendants (minimum five levels) | | | |
| Support for auto-attendants to be administered by different | | | |
| users without giving administrative control (Desirable) | | | |
| Unified messaging integration with MS Outlook/MS | | | |
| Exchange/MS Office 365 | | | |
| Greeting only voice mailboxes | | | |
| Support multiples voicemail messages | | | |
| End User Application | Standard | Optional | N/A |
| Web based end user application (Desirable) | | | |
| Displays presence of other users | | | |
| Directory look up | | | |
| Ability to call, answer, hold or conference | | | |

Attachment F: Proposal Evaluation Score Sheet

To be completed internally by the Town of West Newbury

| Criteria Categories | Points Possible | Points Awarded |
|--|--------------------|-------------------|
| Required Specifications Required specifications as noted in Section 2 of this RFP. Other specifications/desirables noted in Attachment E: System Summary Form | 20 | |
| References Minimum of Three Reference Forms Completed | 15 | |
| Price Proposal In no event shall this fee be higher than the not-to-exceed amount of \$65,000. | 20 | |
| Finalists' Presentation – Innovative Approach Innovative approaches to provide services that provide additional efficiencies and/or increased performance capabilities | | |
| Total Points | 75 | |