

Nemaha County Board of Commissioners



1824 'N' Street, Auburn, Nebraska 68305

REQUEST FOR PROPOSAL (RFP)

VoIP or Hybrid On-Premise Telephone System

Ethernet Wiring

Nemaha County Courthouse

Or

**Nemaha County Courthouse and Nemaha
County Law Enforcement Building**

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**Nemaha County Commissioners
Auburn, NE 68305**

**Request for Proposal (RFP)
For
VoIP or Hybrid On-Premise Telephone System
Ethernet Wiring
Nemaha County Courthouse
Or
Nemaha County Courthouse and Nemaha County Law Enforcement Building**

General Statement

Purpose

The Nemaha County Board of Commissioners is requesting proposals to provide a total replacement for the Nemaha County Courthouse and possible Nemaha County Law Enforcement Building telephone system including all offices within the Nemaha County Courthouse and if proposed as a solution for both buildings all offices within the Nemaha County Law Enforcement Building, both located in Auburn, Nebraska. Nemaha County plans to implement a new VoIP capable phone system for the Courthouse, or if for the Courthouse and Law Enforcement Building a Hybrid VoIP on-premise telephone system, including voicemail, unified messaging, voice recording and other applications all sites proposed and integration with the Motorola VESTA 9-1-1 system and separate voice recorder at the Law Enforcement Building. The telephone system will be run on a separate ethernet cabling system, which may require additional runs of minimum CAT 6 cabling at the Nemaha County Courthouse. The Law Enforcement Building is already wired with CAT 5e cabling for telephones. The proposal can include an option for two runs of cabling to each computer/phone location and one run to phone or alarm locations only. The solution(s) should indicate if utilizing existing cabling, some addition/replacement of cabling or a total replacement of cabling.

Key Dates/Calendar of Events

The following are the key dates associated with the RFP process. Proposals received after 4:00 PM (CDT), Friday, August 22, 2025, will not be considered. A complete list of dates appears as follows.

RFP Publication Date:	Monday	July 7, 2025
Mandatory Pre-Proposal Meeting	Thursday	July 24, 2025 @ 10:00a.m.
Due Date for Final Questions	Wednesday	August 6, 2025 @ 4:00p.m.
RFP Response Due Date	Friday	August 22, 2025 @ 4:00 p.m.

Structure

All documents will be available at the Nemaha County Clerk's Office located in Auburn, NE. The person(s) receiving this document is (are) responsible for ensuring that all pages are received. A detailed list of required response components will be detailed in **Section Four, Proposal Organization**, of this RFP.

1.0 DEFINITIONS

Definitions. As used in this Agreement, the following capitalized terms have the meanings given below:

- 1.1 **"Addendum or Addenda"** means any and all addenda, exhibits, or attachments related to and incorporated into this Agreement or regardless of whether attached to this Agreement in its original form or executed by the Parties and made a part of this Agreement by reference.
- 1.2 **"Cable"** means the bundles of optical fiber strands within sheathing or the bundles of sheathed copper wiring a single outer sheathing.
- 1.3 **"Carrier"** means a Provider of services via the Internet, telephone exchange and/or private fiber or that uses the Internet platform.
- 1.4 **"Certificate of Final Acceptance"** means a written certificate that the Customer is accepting the services, by location or other logical implementation unit, as complete and in production.
- 1.5 **"Commencement Agreement"** means a written agreement signed by the Parties that identifies the date as which the first voice connection has been established.
- 1.6 **"Customer"** means any business purchasing services that may include but are not limited to broadband, telecommunications, video, or signaling services from a Carrier or Provider.
- 1.7 **"Demarcation Point"** means the connection point or points where the Subscriber Network is connected to the Carrier network. A connection point "prior to the Demarcation Point" denotes a connection point within the Carrier network; a connection point "beyond the Demarcation Point" denotes a connection point within the Customer network.
- 1.8 **"Effective Date"** means the date of this Agreement.
- 1.9 **"Facilities Connected"** means commercial and institutional locations to which voice services connected through the Customer network are operational.
- 1.10 **"Force Majeure"** means a condition beyond the reasonable control of a Party that delays or prevents the performance of obligations (other than payment obligations) under this Agreement. Force Majeure includes, without limitation: fire, flood, lightning, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, imposition of military authority, act of God or nature, acts or failure to act of any government authority other than the Parties.

- 1.11 "Initial Term"** means the thirty-six (36) month period commencing upon the Certificate of Final Acceptance.
- 1.12 "Monthly Service Subscription"** shall mean at any particular time a monthly service contract, then in full force and effect, by and between a Customer and a Provider, for which the Customer is current in payments due under the monthly service contract.
- 1.13 "Network Outage"** means an unplanned period of time during which Customer is unable to connect to destinations beyond a Demarcation Point in accordance with the Agreement due to a problem or failure of the Provider Network.
- 1.14 "Project Plan"** is defined as the detailed tasks constructed by Provider for implementation of the System and de-installation of the existing system.
- 1.15 "Provider"** means the company that will be proposing voice services on an enterprise- class PBX or soft-switch and will provide handsets, softphones, client software, and any peripherals needed to construct the System.
- 1.16 "Services"** means each of the rights and responsibilities performed by the Provider or caused to be performed on its behalf.
- 1.17 "Service Threatening Disruption"** is defined as an interruption in the delivery of voice services over the Carrier or Provider Network that affects [a large fifty percent or more majority of facilities connected by a complete failure of the System or a component of the System.
- 1.18 "System"** is defined as the hardware and software and any peripherals such as, but not limited to, phone handsets, provider software installed to produce voice features, dial-tone, hosted soft-switch, or any hardware or software needed for implementation of a VoIP or VoIP-Hybrid (if includes Law Enforcement Building) system that is in production and accepted through Certificate of Final Acceptance.
- 1.19 "Unified Messaging"** is the integration of different forms of communication media (email, SMS, MMS, voicemail, and video) that are all stored in one system, implemented into a single interface, and have the capability to retrieve voice mails stored in a remote location that is provided in an email notification.

2.0 PURPOSE

This document is a Request for Proposal for the design and implementation of a state-of-the-art hosted telephone system, including at a minimum category 6 ethernet cabling or some networking solution throughout the courthouse. If a suitable offer is made in response to the RFP, the County may enter into a contract to have the selected Provider provide and manage all aspects of the project implementation. This RFP provides details on what is required to submit a proposal for the work, how the County

will evaluate the proposals, and what will be required of the Provider in performing the work.

As will be seen, this RFP provides the steps for the various events that are part of the submission process, selection process, and work commencement. While any dates shown are subject to change, the County will make best efforts to adhere to any dates contained herein. Once awarded, the term of the contract will be from the award date through the implementation completion date, as documented in the winning Provider's Project Plan. A maintenance agreement (if applicable) will be part of the negotiation and will define the ongoing support period. The Project Plan must receive the approval of the County.

2.1 Objectives

The purpose of the RFP is to solicit proposals that fulfill the requirements, performance expectations, and deliverables as outlined in the section titled "Scope of Work." It shall be the successful Provider's obligation to ensure that personnel involved with this project are qualified and certified to perform their portions of the work.

2.2 Mandatory Pre-Proposal Meeting

2.2.1 A mandatory pre-proposal meeting for firms interested in submitting proposals will be held on Thursday, July 24, 2025, at 10:00 a.m. at the Nemaha County Board Room located on the second floor of the Courthouse at 1824 'N' Street., Auburn, NE 68305. The meeting will start promptly at 10:00 a.m. The meeting will last up to two (2) hours and includes a walk-through. Attendance at the meeting is a requirement for submitting a proposal. The purpose of this meeting is to provide clarifications regarding any section of the RFP and to aid in the Provider's response.

2.2.2 Written questions that are properly submitted by 4:00 p.m. CDT Monday, July 21, 2025, will, if possible, be answered during the meeting. The County reserves the right to supplement oral responses provided by the County during the pre-proposal meeting. No response to an inquiry to the RFP is final until posted on the County's website (www.Nemahacountyne.gov).

3.0 HOW TO RESPOND

3.1 County Contact

For this RFP process, the following individuals will be the points of contact (including site contact):

Nemaha County Sheriff
Attn: Brent Lottman
1805 'N' Street
Auburn, NE 68305
blottman@nemahasheriff.com

Nemaha County Clerk's Office
Attn: Mary Zimmerman
1824 'N' Street, Ste. 201
Auburn, NE 68305
election.clerk@nemahacounty.gov

3.2 Questions Regarding this RFP

3.2.1 All questions submitted should include the name of the Provider's contact person and the person's telephone number and email address. All questions must be received by 4:00 p.m. CDT on August 6, 2025. Questions received after that time will not be considered.

3.2.2 Each question, or in the County's discretion, a paraphrased form of a question, and the County's response will be posted to the County's website (www.nemahacounty.ne.gov). All written questions that are properly completed and submitted in a timely manner will be answered by Friday August 8, 2025. All posted questions and responses will become an addendum to the RFP and become part of the RFP as fully set out therein. It is the Provider's responsibility to periodically check the County's website to obtain any issued addenda. The County will not respond directly to Provider concerning an inquiry about the RFP.

3.3 Addenda

3.3.1 If the County decides to amend this RFP **before** the Proposal Due Date, an addendum will be posted to the County's website (www.nemahacounty.ne.gov). If an addendum is such that it results in an extension of the Due Date, the same posting procedure will be followed. Addendum announcements may be provided any time up until 12:00 p.m. CDT on the day before the proposal is due. It is the responsibility of each prospective Provider to check for announcements and other current information regarding RFP.

3.4 Submittals

3.4.1 Each proposal must begin with an **Executive Summary** that must be signed by an individual who is authorized to contractually bind the Provider. The signature must indicate the title or position the individual holds in the Provider's organization. **Any and all unsigned proposals will be rejected.**

3.4.2 The proposal must be submitted in a sealed envelope/package and must be clearly labeled. On the outside of the package, the label must read: **"VoIP or Hybrid On-Premise Telephone System, Nemaha County NE, Original Proposal."** Provider's name and address must also appear on the outside of the package. Each Provider must submit **one (1) original and (2) hard copies** of their response.

3.4.3 Also, to be included in the package, Provider must include one (1) complete copy of the proposal on a thumb drive in Microsoft Word format and/or PDF format, as appropriate. In the event there is a discrepancy between the hard copy and the

electronic copy, the hard copy will be the official proposal. **Proposals submitted by email or fax will not be considered. Proposal delivery must be only in accordance with the following: If by mail delivery (via postal service/overnight carrier) or by hand delivery, direct to:**

**Nemaha County Board of Commissioners
Attn: Diane Johnson, Nemaha County Clerk
1824 'N' Street, Ste. 201
Auburn, NE 68305**

3.4.4 Provider shall be solely responsible for the timely delivery of their responses in the manner and time prescribed. Proposals must be received by the stated deadline date and time regardless of the postmarked date or delivery method. The County will not be responsible for delays in mail, overnight, and/or hand deliveries. **Late proposals will not be considered.**

3.4.5 Each Provider must carefully review the requirements of this RFP and the contents of its proposal. Once opened, proposals cannot be altered, except as allowed by this RFP.

3.4.6 By submitting a Proposal, the Provider acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements, terms, and conditions. The County reserves the right to reject any Proposals which take exception to the terms and conditions, including, but not limited to, standards, specifications, and requirements as specified in the RFP.

3.4.7 All providers proposals must remain valid for a period of 120 calendar days. The Contract award may be issued at any time during the 120-day interval.

3.4.8 Failure to provide bid supplements requirements may, at the County's discretion, invalidate the offer. All proposals and other material submitted will become the property of the County.

3.5 Waiver of Defects

The County may waive any defects in the Provider's Proposal or in the submission process. The County will only do so if it believes that it is in the County's interests and will not cause any material unfairness to other Providers.

3.6 Alternate Proposals

The County will accept multiple Proposals from a single Provider, but the County requires each proposal to be submitted separately. Additionally, the Provider must treat every proposal submitted as a separate and distinct submission and include in each proposal all materials, information, documentation, and other items this RFP requires for a proposal to be complete, and the County will judge each alternate proposal on its own merit.

3.7 Proposal Instructions

3.7.1 Each Proposal must be organized in an indexed binder with its contents organized in the same order as the listing in the section titled **"Proposal Organization"** of this RFP. The County requires clear and concise proposals. Provider should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. **For the Provider's convenience, annotations directly following RFP statements are recommended.**

3.7.2 In no instance will the County be liable for any costs incurred by Provider in responding to this RFP.

3.8 Indemnification

The contractor will indemnify and hold harmless Nemaha County and their agents and employees from and against any claims, damages, losses, and expense including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by an negligent or willful act or omission of the Provider, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3.9 Taxes

Materials purchased for use with the proposed work will be exempt from the State of Nebraska Sales Tax as provided in Section 017.08.

4.0 PROVIDER REQUIREMENTS

4.1 Qualification Statement

4.1.1 In responding to this RFP, Provider represents that Provider's company possesses the capabilities, hardware, software, and personnel necessary to provide and efficient and successful installation of properly operating equipment within one hundred twenty (120) business days from date of award. Provider must also ensure continued software and hardware support over the life of the contract.

4.1.2 In addition, Provider represents that Provider's firm has a quality post-cutover program that will provide timely ongoing system support; provide technical advice, and support in such areas as IP telephone, voicemail, unified messaging, voice/data networking, etc. and generally act as a single point of contact for all trouble reporting, requests for service, etc.

4.2 Provider Profile Requirements

This is a significant RFP for the County. In addition to the size and cost of this project,

the winning Provider, in responding to this document, will be making a major long-term support commitment to the County and its long-range telephone and network strategies. As a result, in order to respond to the RFP, the Provider must meet a minimum profile. This profile shall include the following requirements:

4.2.1 Provider shall have been in business for at least five (5) years.

4.2.2 Provider's main business shall be in networking and/or telecommunication, with a significant portion of that business dedicated to the sale, lease, implementation and management of VoIP or hybrid systems.

4.2.3 Provider must show that its business has a record of success (list of satisfied customers, profitable operation, etc.) and must have a customer-installed base of IP-capable telephone systems that are of similar size and type.

4.2.4 Provider and manufacturer shall demonstrate present and future financial viability.

4.2.5 Provider shall be a manufacturer-authorized distributor of the proposed product and must have sufficient factory-trained and certified voice and data technicians to support the County's proposed system. The use of certified subcontractors is acceptable.

4.2.6 Provider shall have a local presence for support services. Local would be within the state of Nebraska.

Preference may be given to the proposer that meets all six (6) requirements. Provider must also meet other requirements as detailed in this RFP.

4.3 Other Provider Requirements

4.3.1 The Selected Provider shall be responsible for the engineering, design, and implementation of the provided System; maintenance, and ongoing support required to meet the scope of the RFP. The County would prefer the ongoing support to be a central command center; a County employee is able to call one number and log an issue, and the command center will determine the issue and who is responsible to fix. **It is a requirement that the Provider provide a porting plan to ensure all currently working telephone numbers and DID numbers be maintained. (Exhibit A)**

4.3.2 Provider shall also be responsible for system and professional documentation. Installation requirements must be communicated and coordinated with the County's staff in advance of actual shipment.

4.3.3 Selected Provider shall demonstrate the expertise and experience of key personnel that are assigned to this important and complex project. Such personnel may include the Account Manager, Project Manager, Service Representative, key technical and design personnel, training personnel, foremen, and field technicians.

4.3.4 Subcontractor arrangements, if any, must be fully described in Offeror's response.

After award of the Contract, the selected Provider shall not hire or use subcontractors without prior written approval from the County. Subcontractors shall be fully certified in the selected software and hardware provided by the Manufacturer. All subcontracted work shall be at the expense of the Provider.

4.4 Delivery

The County may delay any delivery to a mutually agreeable time. All deliveries shall be by FOB destination. Equipment deliveries will be accepted Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. except State or Federal holidays.

5.0 PROPOSAL ORGANIZATION

5.1 Proposal Content

A Proposal must include the sections and the order described in the section titled **"Response Section Order."** The location of the various sections must be referenced in the proposal's table of contents. All information submitted in response to the RFP will be reviewed as part of the evaluation process. The response shall include sufficient data to allow the Review Panel to verify the total cost associated with the RFP and all Provider claims for meeting RFP requirements. All documentation provided is subject to Nebraska public record laws under 84-715 through 84-712.09.

5.2 RFP Response Instructions

These instructions describe the required format for the Provider's proposal. Provider may include any additional information deemed pertinent. An identifiable tab sheet shall precede each section for easy reference. The Proposal submitted shall follow the same format as described in the section titled **"Response Section Order."** All pages, except pre-printed technical inserts, must be sequentially numbered. All materials submitted in response to this RFP shall become the property of the County. **Nemaha County reserves the right to reject any and all proposals that do not meet this format.**

5.3 Response Section Subject Order

Any proposal submitted shall contain the following sections in the indicated order. Each section must be tabbed and labeled.

- 5.3.1** Table of Contents.
- 5.3.2** Executive Summary/Cover Letter/Authorized Signature.
- 5.3.3** Manufacturer's Profile.
- 5.3.4** Provider's Profile.
- 5.3.5** Provider References.

- 5.3.6 Key Personnel Profile Summaries.
- 5.3.7 System Capabilities, Both Present and Future.
- 5.3.8 Technical Documentation.
- 5.3.9 Provider Response Information.
- 5.3.10 Implementation and Training Plan with Timeline.
- 5.3.11 Warranty/Maintenance Plan(s).
- 5.3.12 Cost Summary and Component Breakdown/Purchase.
- 5.3.13 Provider Proof of Insurance.
- 5.3.14 Contracts/Agreements.

5.4 Table of Contents/Tab 1

Each Proposal must contain a Table of Contents with sections/tabs identified and must show page numbers at the beginning of each section.

5.5 Executive Summary/Cover letter/Authorized Signature/Tab 2

A brief description of the scope of services and an overview of the recommendation is to be provided in the Executive Summary/Cover letter. **The cover letter must be signed by an authorized representative of the Provider.**

5.6 Manufacturer's Profile/Tab 3

If Provider is not the manufacturer, Provider must provide information that shows the quality of the Manufacturer. Important issues are years in business, market share, etc.

5.7 Provider Profile/Tab 4

5.7.1 This section shall provide a brief organizational history or background of the Provider, statement of profitability, experience with the proposed system, and so on.

5.7.2 A description of the range of products and services that are provided.

5.8 Provider Reference/Tab 5

Provider references shall include a minimum of three (3) customers with successful installations of the County's proposed system. It is preferred that references be of similar size and call structure with inbound and outbound calling commensurate to County Government.

5.9 Key Personnel Profile Summaries/Tab 6

Profile summaries shall be completed for the key personnel who will be assigned to this project. Summaries must demonstrate each person's experience and ability to perform the functions as assigned for this project.

5.10 System Capabilities/Tab 7

Descriptive literature providing a general overview of the hardware and software contained in the Provider's response must be provided for general information.

5.11 Technical Documentation/Tab 8

Technical information on recommended products must be provided. The intent is to be able to evaluate the products recommended from a user and technical standpoint.

5.12 Provider Response Information/Tab 9

This section must contain direct responses to requirements specified in the RFP. The provided thumb drive will permit a quicker and more thorough evaluation of the Provider's response by using global search and other computer-related capabilities as part of the evaluation process.

5.13 Implementation and Training Plan with Timeline/Tab 10

A sample milestone chart must be included with the RFP response to indicate time frames associated with typical system implementation stages. A detailed plan will be required from the successful proposer. A start date and end date should be specified, with a completion date no later than January 31, 2026.

5.14 Warranty/Support Plan(s) Tab 11

The Provider shall provide a detailed description of its post-implementation support/maintenance process (including response times) and options. Premise technician's distance from the site is important. Manufacturer warranty should be least one (1) year.

5.15 Cost Summary and Component Breakdown/Tab 12

5.15.1 Provided costs must contain costs that are broken down by component (not bundled). The costs will be divided into categories so that the system and peripherals are shown separately. Costs will include hardware, software, wiring, installation, shipping, training, maintenance, spare equipment and any other applicable costs.

5.15.2 Provider shall also show alternate pricing plans, if applicable.

5.15.3 Maintenance costs after the warranty period must also be included, if applicable. It is the goal of the County to have a "not-to exceed" fixed price for maintenance for at least 36 months (3) years of maintenance.

5.16 Offer or Proof of Insurance/Tab 13

5.16.1 Selected Provider and any sub-contractors shall carry and furnish evidence of insurance against liability for death, injury, and damage to property caused by selected Provider, its employees, and agents, as described below. The County shall be named as an additional insured on all policies.

5.16.2 The selected Provider and any sub-contractors shall hold the County harmless for all liabilities under the resulting Contract, whether groundless or not, and shall be added to all Provider's and subcontractor's policies as additional hazards.

5.16.3 Selected Provider is required to furnish broad form liability, property damage, workers compensation, and owner's contingent (protective) public liability and protective coverage, as well as all other insurance as required by the laws of the state of Nebraska. The County requires selected Offeror to have \$1,000,000 liability insurance coverage.

5.16.4 The Provider awarded this work shall not commence work under Contract until all required insurance has been obtained as specified and all insurance has been reviewed by the County.

5.17 Contacts/Agreements/Tab 14

All sample contracts, warranties, SLAs and other legal documentation associated with the project must be placed in this section. Provider's contract package and contract flexibility is an important part of the County's evaluation.

6.0 PROJECT DESCRIPTION / PRESENT SYSTEM OVERVIEW

6.1 Scope of Work

6.1.1 The purpose of this Request for Proposal (RFP) is to select a Provider to design and implement a VoIP or Hybrid VoIP Phone System, which may include installing new at minimum Category 6 Ethernet wiring (with proper labeling to identify) for the courthouse in Nemaha County, Nebraska; or propose a Hybrid VoIP Phone System (on premise) which may include installing new at minimum Category 6 Ethernet wiring (with proper labeling to identify), within the Courthouse, for both the Courthouse and Law Enforcement Building in Nemaha County, Nebraska. This project is intended to provide a total replacement for the phone system for the Courthouse and/or Courthouse and Law Enforcement Building located in Auburn. The new, at minimum, Category 6 ethernet wiring may be proposed as needed to complete the project or proposed as an entire re-wire of the Courthouse. The Law Enforcement Building is already wired with Cat 53 ethernet wiring and that wiring is utilized for the current phone system. The County plans to implement a new VoIP or Hybrid VoIP phone system, including voice mail, secure fax and new 45 desk phones, 1 cordless handset desk phone and 3 conference phones and the ability

to utilize 4 existing fax machines. The new desk phones broken down by department: Courthouse: Clerk: 3; Weed Supt. 1, Extension Office: 4; Probation: 2; Treasurer: 3; Assessor: 3; Surveyor: 1; District Judge: 1; Bailiff: 1; County Judge: 1; Clerk/Magistrate: 2; Clerk of District Court: 2; Law Enforcement Building: Sheriff: 17; County Attorney: 3. New Conference phones broken down by department: Courthouse: Commissioners: 1; District Court: 1; Law Enforcement Building: 1. Special Requests: Courthouse: Treasurer: Desk phone with cordless handset – 1 and DMV 1; Clerk: 3 earpieces; Clerk/Magistrate: 1 earpiece; Law Enforcement Building-Dispatch: 1 earpiece. Fax machines are located as follows: Courthouse: Clerk: 1; District Court: 1; Law Enforcement Building: 1. This was the best estimate of phones at the time and may change slightly at time of implementation.

6.1.2 Provider's response shall fully cover requirements for a turnkey phone system, including a solution that allows for (2) pulls of at minimum Category 6 Ethernet wiring to computer/phone (if being replace, added to) locations and one (1) pull to phone or alarm locations only. It is important that, regardless of architecture, the ability to provide TDM for alarm systems for select locations and services is required. The County is open to ATAs to provide this if proposed.

6.1.3 The proposed telephone system design should provide appropriate backup for the system, including mirrored data stored separately or at a separate location if the proposed system is subject to location failure (i.e. a hosted system is proposed for the courthouse only. An on-premise solution only needs the ability to be backed up) to assist with the recovery of data if the need arises. In addition, the system should be designed with appropriate power backup requirements. Existing power backups may be implemented into the plan (i.e. the Law Enforcement Building has redundant UPS where the current on premises system is housed and has a generator with automatic transfer switch.)

6.1.4 The County is in the process of upgrading internet connectivity to a 200Mbps service that will terminate at the Law Enforcement Building and then shared via private fiber to the Courthouse.

6.2 About Nemaha County

6.2.1 Nemaha County is a county in the state of Nebraska. It is located about 60 miles south of Omaha and 60 miles east southeast of Lincoln. The 2020 census showed a population of just over 7,000 and encompasses 410 square miles. The city of Auburn is the county seat.

6.3 Present System and Peripherals

6.3.1 The County utilizes a Mitel phone system at both the Courthouse and the Law Enforcement Building. Both of these are premise-based systems that were installed in the later part of the 2010's. There are approximately 25 telephones on the current

courthouse system and approximately 20 phones on the current law enforcement building system.

6.3.2 The County's telephone system consists the system at the courthouse, which is located at ~~1824 N Street~~, Auburn, Nebraska, and the telephone system located at the Nemaha County Law Enforcement Building which is located at 1805 'N' Street, Auburn, Nebraska, which integrates with the 911 system and a separate recording system.

6.3.3 The County's current system is based on the Mitel system and includes 4-digit extension dialing within each system, but there is no direct dialing between systems.

7.0 Proposed System Requirements and Description

7.1 Overview

7.1.1 In general, and for pricing purposes, all telephone instruments will be replaced. It is imperative that the existing systems remain fully operational until the point of cutover. The selected Provider shall take all steps necessary to eliminate or minimize downtime. The Provider shall, in general, complete all non-interfering tasks before making the final cutover.

7.1.2 All existing equipment not scheduled for replacement, if any, shall be made to interface and fully function with the system. Please state if current fax machines will integrate into system, or if they will need to retain existing POTS lines.

7.1.3 All efforts must be made to ensure that no outages associated with implementation of the Project Plan will occur during the standard business day.

7.1.4 All current equipment will be wiped clean prior to disposal.

7.1.5 Selected Provider's qualified personnel shall remain on site for two (2) consecutive business days after cutover to support users, provide training, make any system modifications and clear up any malfunctions that are uncovered or that may develop during the period. The selected Provider shall be responsible for all LEC and long-distance carrier coordination required for new system operation.

7.2 Codes/Standards

7.2.1 All work performed by the selected Provider under the resulting contract shall comply with all current national and local codes. All work shall conform to accepted industry telephone, wiring and/or equipment installation and repair practices, as well as specific practices of the manufacturers of the equipment and material used.

7.2.2 The installation of cabling and wiring, where applicable, shall be made in accordance with the appropriate current articles of the National Fire Protection Association (NFPA), National Electrical Code (NEC) and national and local codes. All cabling in the halls of the courthouse should be housed in conduit. Provider needs to keep in mind the historical nature of the courthouse building, and any work completed will need to maintain the current integrity of the historical building.

7.2.3 Floor plans for all floors, if available, will be made available to the selected Provider as part of the system implementation process.

7.3 Proposed System Description and Requirements

7.3.1 General Requirements

7.3.1.1 The County is issuing this RFP to invite interested, qualified vendors to submit proposals to implement and migrate its current on-premise telephone system, voice mail and all other peripherals to a VoIP solution (if courthouse only) or a hybrid on premise solution defined as the System.

7.3.1.2 Regardless of the system recommended, there must be an economical enhancement path that will allow the County the ability to take advantage of the latest technologies (Unified Messaging, Mobility Services, Video Applications, etc.)

7.3.1.3 The Provider must provide its best recommendation with reasons as to why the proposed System was elected.

7.3.1.4 There must be 4-digit dialing between all System users. The system shall have Direct Inward Dialing (DID) capability for stations with DID. All stations should display the name and number. The Provider will be responsible to maintain all current telephone numbers and DID numbers currently being used.

7.3.2 Redundancy/Reliability

7.3.2.1 The proposed System must be based on a redundant design with seamless switchover operation or minimal interruption between control elements in case of errors or failure. If system is not redundant (single control/switch) all bottle necks must be pointed out and potential redundant solutions discussed. All active calls and programmed feature states must be preserved during the switchover process.

7.3.2.2 Provider must define their proposed system's redundancy architecture and redundancy levels, including hosted telephone access.

7.3.3 Power

7.3.3.1 Briefly describe the recommended System's power requirements.

7.3.3.2 Proposals must include a UPS recommendation. (Including use of current system in place and additional needs)

7.3.3.3 The proposed System shall be equipped with current surge protectors to prevent damage from power line induced voltage, spikes, lightning surges, etc. Devices shall be UL Listed.

7.3.4 Session Initiated Protocol (SIP)

The proposed System must support SIP compatible stations and networking as specified by IETF Work Group RFC documents. All telephones must be SIP-compatible

7.3.5 Analog Telephones

Analog telephones and facsimile equipment will continue to be required in the proposed system. The County is utilizing 4 fax devices and future alarm devices may require analog lines, which will require analog emulation and POTS lines. The County is open to ATA's if proposed and reducing the number of fax lines utilized.

7.3.6 Loss of Service

The recommended System shall provide continuous service in the event there is loss of service from the Local Exchange Carrier (LEC).

7.3.7 Networking/Compatibility

7.3.7.1 The system shall have advanced voice communications, data communications, and optional multimedia capabilities. The system must be able to handle LAN connectivity (Ethernet, etc.), personal computer/workstation connections, internet access, and video to the desktop.

7.3.7.2 The system must have an architecture that makes optimum use of the latest signaling and network technologies, including SIP, Gigabit Ethernet, H.323, and other IP Protocols. The system shall also support all common audio codes (G.711, G.723, G.729, etc.).

7.3.7.3 System administration and peripherals must operate over the County's LAN in each location or structured to operate as a single system utilizing the County's fiber between the Courthouse and Law Enforcement Building and be capable of being accessed by multiple devices under password control. Indicate whether the system administration/monitoring on the system and peripherals can be accomplished utilizing a single database.

7.3.8 Trunk-to-Trunk

The system must be capable of accepting mixture of trunk types and extending calls received to station users and other County-related sites, either on or off-net. Trunk-to-trunk transfer restrictions shall be user controllable.

7.3.9 NANP/WNP

The system shall have fully installed digit handling capability to accommodate all aspects of the North American Numbering Plan.

7.3.10 Class of Service

7.3.10.1 The proposed System shall be capable of providing a minimum of sixteen (16) Classes of Service (COS) to establish restrictions as required.

7.3.10.2 A wide range of Class of Service capabilities shall be provided, including the ability to completely block access to any outside lines and/or the operator, or to limit access to outside lines through the console operator only. Stations may also have access to, or be restricted from, all features, functions, LEC trunks, tie lines, toll-free and 900 numbers, long-distance, etc., if so programmed.

7.3.11 System Management/System Maintenance

7.3.11.1 The system shall be equipped with automatic routine, self-diagnostic maintenance programs that can be run concurrently with traffic processing.

7.3.11.2 The system shall have on-site programs and data-loading capabilities that will automatically reload within five (5) minutes or less after power or system failure conditions are corrected.

7.3.12 Wireless/Mobile Technology

The proposed system must be able to support and interface with the latest mobility devices and protocols, including smartphones and tablets. Specifications will be identified through the user interview process.

7.3.12.1 The proposed system must be able to support a mobile cellular extension option. The option should be capable of working with almost any cellular carrier network and support mobile handsets and virtually all mobile devices.

7.3.12.2 Mobile handsets must be able to receive incoming calls directed to the station user's primary system directory number, and calling party information should be displayed at the mobile handset. Calls placed from mobile handset to other communications system subscribers must appear to look like calls from the station user's primary desktop telephone, including calling party name and caller ID display.

7.3.12.3 System users must be able to program incoming calls to ring simultaneously or sequentially at the desktop instrument and mobile handset.

7.3.12.4 Telephone features that must be supported in mobile extension mode must include hold, transfer, conference, and call forward-don't answer to the County's voice mail system.

7.3.12.5 Call detail records must be collectable and stored for all mobile extension calls.

7.3.12.6 Wireless/remote answering headsets/earpieces must be an option

7.3.13 Unified Messaging

The system must have capability of Unified Messaging. Responder must indicate the recommended manufacturer's capability to translate voicemail messages into email messages and email messages into voicemail messages.

7.3.14 Network Security/Toll Fraud

Provider's system shall emphasize network security and network integrity. Provider must present features and steps that will be taken that are designed to prevent security breaches, both voice and data.

7.3.15 Emergency Notification/Voice Broadcasting

The County has a strong interest in the range of Provider's emergency and mass notification capabilities. Incidents might include bomb threats, error attacks, fire, or weather emergencies. Threats may be to individuals or employee groups. The County is seeking simple solutions for users to notify proper in-house staff and/or authorities for quick response.

7.3.16 Radio Frequency Interference

The Provider shall provide assurances that the proposed equipment will not be affected by Radio Frequency Interference (RFI) and will function properly.

7.3.17 Telephone Set Requirements

7.3.17.1 All newly proposed telephone sets shall be hearing-aid compatible. All phone sets must have displays and speaker phones, "tap" buttons, message waiting indicators and recall buttons.

7.3.17.2 Messaging capabilities are important and, as a result, displays where utilized must be easy to read. Speakerphones must have clarity, quality, and virtually no clipping.

7.3.17.3 Where required, sets must have options (volume control, etc.) for the hearing impaired. All telephone sets must be line powered. Adapters are not acceptable except in areas accepted by Nemaha County where PoE switch would add excessive cost.

7.3.17.4 For proposal purposes, telephone sets are categorized as Basic, Administrative, and Executive. Basic sets are largely 2-line/port sets with display and speakerphone. Administrative sets are multi-button, multi-line sets that are used for coverage purposes and include displays, speakerphones, an expansion capability (possible add-on modules). Executive sets are multi-line, multi-button sets with displays, extra feature buttons and speakerphones. Buttons are designed for single touch features. County will provide listing of the number of phones

needed by type.

7.3.18 Multi-Party Conference Calls

The system should be able to support the standard six (6) party add-on conference call for both on-net and off-net users.

7.3.19 Voice Mail/ Auto Attendant

7.3.19.1 Voice Processing Systems

Proposed voice processing systems must be fully integrated (100%) voice mail/auto attendant package with redundant capability that will support the County. The proposed system shall be licensed for approximately 40 mailboxes.

7.3.19.2 Automated Attendant

The proposed voice processing systems must have an integrated automated attendant package providing voice prompting for the automated routing of calls to selected destinations within the facility or voice mailboxes. The auto attendant, for two location solution, must be able to work within a single location or office, but must have the ability to NOT be made system wide (i.e. the Sheriff's Office, within the Law Enforcement Building, will not be utilizing auto attendant).

7.3.19.3 Additional Capabilities

The system shall have the capability for instant recording purposes. The system should have the capability to record an in-process conversation (e.g., threatening call) and save it to voice mail by a push of a button on the user's telephone or terminal. The County must have the ability to restrict silent monitoring on another end users call.

7.3.20 Interactive Voice Response (IVR)

Although the County does not currently utilize IVR technology, Provider's network design may require this technology to enhance the County's network design and improve efficiencies and service.

7.3.21 Call Recording

The proposed system must be scalable and secure. It must be easily adaptable to any user, user group or department. The system must have real time recording, archiving and retrieval ability, fast disaster recovery, meet comprehensive compliance requirements and be easy to use.

7.3.22 System Reports

The system software must provide comprehensive reporting of incoming and outgoing 'call traffic.

7.3.23 Facsimile Operation

The County is seeking a recommendation to improve the handling of fax documents, including utilizing the benefits of Unified Messaging. Facsimile will continue to be an important part of the County's operations. Certain improvement might assist in eliminating some fax lines for cost savings.

7.3.24 Telecommunications Device for the Deaf (TDD)

Offeror's proposal must include a phone system that is capable of handling TDD technology.

7.3.25 Security

The County requires a secure solution to optimize system performance and reduce the probability of toll fraud, potential threats, and illegal system and network breaches. Security cannot be over-emphasized.

7.2.26 Call Forwarding

Call forwarding must be able to be activated by a user (with permission for an office, or an entire building), with no charge for enabling or disabling the function which allows a DID(s) to be forwarded to a remote phone(s). It is preferable that this function be available both remotely and on-site; however, if can only be accomplished, please state that.

8.0 MAINTENANCE / WARRANTY

- 8.1** Selected Provider shall render maintenance to keep hardware in or restore hardware to good working order. This maintenance includes preventive and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of hardware. The selected Provider is required to supply access to the manufacturer's specifications as part of the contract agreement.
- 8.2** Selected Provider shall exert its best efforts to perform all fault isolation and problem determination attributed to the hardware of software covered under the contract.
- 8.3** Selected Provider agrees to cooperate with County personnel, hardware manufacturer representatives, and other vendor/carrier personnel and/or communications systems suppliers to diagnose and correct hardware malfunctions.
- 8.4** Selected Provider warrants that all hardware shall be free from defects in material and workmanship for a period of twelve (12) months after the date of its acceptance unless handsets are covered under a monthly maintenance agreement which begins on the Certificate of Final Acceptance date and is part of the monthly cost. The selected

Provider shall bear all costs and risks regarding return of any defective piece of hardware.

- 8.5** Selected Provider warrants to the County good and clear title to the hardware if the Provider solution includes a purchase portion, free and clear of any liens or encumbrances. Selected **Provider** warrants that it shall provide all parts and labor during the warranty period at no additional cost to the County. Rip charges shall be included. All hardware maintenance shall be performed on site.
- 8.6** During the 12-month warranty period that begins from the date of Acceptance of the software, selected Offeror warrants that when the software is delivered and installed, it will operate on the specified telephone system and/or its peripherals in the manner as described in the relevant software documentation.
- 8.7** Selected Provider will service the software in a professional manner with qualified and certified personnel. The County acknowledges that said software documentation will be updated periodically. The Provider will make the County aware of changes, technical bulletins and updated user guides from time to time.
- 8.8** Selected Provider shall exert its best efforts to correct any programming errors that are directly attributable to the selected Provider or manufacturer within a reasonable time.
- 8.9** Provider shall guarantee a four (4) hour response time or less for routine trouble support.
- 8.10** Provider shall guarantee a one (1) hour or less response time for critical trouble support. On-site critical maintenance response, if needed, must be within four (4) hours. Critical maintenance is defined as a total system outage, or any major component rendering the system non-functional to users or has a significant impact on the County's ability to conduct business. Routine maintenance covers all other failures.
- 8.11** It is understood that any software delivered with the new system, its peripherals and networking or any upgrades, are provided with a "right to use" understanding. Title remains with the manufacturer.
- 8.12** A copy of Provider's service agreement shall be furnished with the proposal. The County reserves the right to cancel the service agreement with a 60-day advance written notice unless integrated to the client licenses in which cancellation would follow the contract language.
- 8.13** The provider shall include annual service costs (if applicable) for a period of three (3) years.
- 8.14** During the entire contract period, including warranty and service periods, the successful Provider shall provide emergency service on a 24-hour basis, five (5) days a week. The Provider shall respond according to the agreed upon service level agreements. Both parties shall consider any outages that negatively affect or inhibit the ability to conduct county business an emergency.

8.15 System acceptance is dependent upon a thirty (30) business day successful standard of performance as defined herein. All components must be working according to the manufacturer's specifications. For purposes of performance and acceptance, measurements shall be applied to all major critical system components.

8.15.1 Performance period shall begin on the cutover date of the system and shall end when the system has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the selected offeror's technical specifications. It shall be at a minimal effectiveness of 99.0 percent.

8.15.2 In the event the system does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test shall continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.

8.15.3 If the system fails to meet the standard of performance after sixty (60) calendar days from the start of the performance period, the selected Provider shall be in default.

Such a default shall only be remedied when the County agrees that a successful performance period has been completed.

8.15.4 Both the Provider and the County shall maintain appropriate records to satisfy the requirements of the above paragraphs.

8.15.5 Hardware/Software shall not be accepted or charges paid until the performance period is complete.

8.15.6 Invoicing shall begin on the first day of acceptance of the system by the County and shall not be invoiced until that date.

9.0 OTHER TERMS AND CONDITIONS

9.1 Intentions

It is the intent of the County to describe in this RFP a complete working hardware and software configuration. Provider must provide any incidental items omitted from these specifications in order to deliver a working hardware and software configuration that follows all manufacturer's specifications and requirements.

9.2 Hardware and Software Requirements

All hardware and software proposed shall be new, not reconditioned or refurbished. All hardware and software provided shall be at the latest engineering release level as offered by the original manufacturer. All technology proposed shall be available at the time of the award of the contract.

9.3 Travel Expenses

Any travel or per diem required by the selected Provider, which is part of the normal

scope of work, shall be at the selected Provider's expense.

9.4 Compliance with the Law

The selected Provider agrees to comply with all applicable federal, Nebraska, and local laws in the conduct of the work hereunder. Selected Provider accepts full responsibility for payment of all taxes and insurance including workers' compensation insurance premiums, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the selected Provider in the performance of the work authorized by the resulting contract.

9.5 Confidentiality and Rights to Data

The Provider and its sub-contractors, if any, understand that any information about the County recipients and employees is confidential. All information in the RFP is the property of the County. "Confidential information" shall mean information or material proprietary to the County, or to any related member entity, or designated by law or by corporate policy, which may be obtained through the process of performance of the Agreement. Such information also includes any information described which the County treats as proprietary, whether or not owned or developed by the County. Title to confidential information shall remain with the County. Provider agrees that it shall not use or reveal all or any portion of such information except for purposes described in the RFP. Provider obligation of confidentiality shall be a continuing obligation. All materials submitted to the County by the preparer shall be delivered to and shall become the exclusive property of the County.

9.6 Drug-Free/ Smoke-Free Workplace

Provider agrees to comply with all applicable state and federal laws regarding a drug-free and smoke-free workplace.

9.7 Assignment

Neither the resulting contract or any rights, duties, or obligations described therein shall be assigned by either party hereto without the prior express, written consent of the other party.

9.8 Wiring Standards

Any wiring work that is done will be performed in accordance with the latest EINETA published standards and guidelines. All cabling shall be tested to verify installed cabling meets at a minimum category 6, ANSI/TIA-568-C.2 performance standards. The wiring installed should be properly labeled for future reference. All station termination box locations, end of each station cable and patch panels shall be labeled with a mechanically produced, permanent label showing the station/port#.

9.8.1 Selected Provider shall follow indicated and other published standards for cross-connect activities and any additional wiring that may be required throughout any of the

building locations.

9.8.2 The successful Provider shall be responsible for cross-connecting new systems to existing wiring schemes. **Provider must not assume that the existing facility wiring will be properly labeled and identified.**

9.8.3 Providers shall assume that there will be some changes to current station arrangements.

9.8.4 Additional telephone station wiring shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. All selected Provider installed wiring shall be new.

9.8.5 All costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new System, will be the responsibility of the selected Provider, and shall be included in Provider's response.

9.9 Installation

9.9.1 Installation shall conform to the applicable State basic building code (OBBC), National Electric Code (NEC) and all the other applicable national and local codes and with accepted telecommunications industry standards.

9.9.2 The successful Provider shall take all steps necessary to protect all building components, finishes, and equipment from damage and shall be responsible for the repair or replacement, to the satisfaction of the County.

9.9.3 The selected Provider shall at all times keep the work sites free from accumulation of waste materials and/or rubbish resulting from delivery of services. Provider shall keep the site at least broom clean. Upon completion of services at the work site, selected Provider shall ensure that any remaining waste materials or rubbish are removed from the work site as well as all Provider's tools, construction equipment, machinery, temporary structures, and/or surplus materials.

9.9.4 No exposed wiring or wire mold or other surface-mounted raceway will be permitted in finished areas.

9.9.5 The successful Provider shall provide all necessary labor, equipment, and accessories to complete the job in a satisfactory manner.

9.10 Engineering

9.10.1 An initial planning meeting will be held with the successful Provider to clarify all requirements (systems, services, distribution methods, etc.), identify responsibilities, and schedule the events that will transpire during the implementation of the project. Within one (1) week of the initial meeting, the selected Provider shall provide a plan that will clearly document the events and responsibilities associated with the project.

9.10.2 Upon completion of the initial engineering stage, the selected provider shall make available engineering documentation for approval by the County. The County will review the engineering documentation within a thirty (30) business day period. If no revisions are required, the documentation shall be formally accepted in writing by the County. Any revisions shall be completed by the selected Provider within a one (1) week time period and resubmitted for review.

9.11 Firestopping and Smoke Seals

Firestopping includes, but is not limited to, openings in fire-rated floors and walls for cables, conduits and trays, etc. Firestopping materials shall conform to ratings as required by local and state building codes and as tested by nationally accepted test agencies per ASTM E814 and UL 1479 fire tests.

9.12 Disaster Management

A "disaster" is herein defined as an act, such as fire, flood, vandalism, etc., which renders the system at least 50 percent inoperable and/or results in life-threatening situations. In the event of a disaster, successful Provider agrees to take the following steps:

Successful Provider shall:

9.12.1 Respond immediately to the problem, giving it priority over all normal production, installation, and service work. Interim emergency telecommunications equipment shall be immediately provided.

9.12.2 Assume responsibility for emergency service coordination with the operating telephone company. Successful Provider will not be held responsible for restoring service with the operating telephone company but will be responsible for coordinating the restoral effort.

9.12.3 Make every reasonable effort to deliver a temporary system and other necessary temporary equipment within 24 hours and install that equipment within 48 hours of notification by the County.

9.12.4 Provide all needed staff support to restore service promptly.

9.12.5 Make every reasonable effort to install a permanent replacement system to duplicate the destroyed system within 30 days of notification by the County. Successful Provider will install permanent instrumentation and other equipment to duplicate the destroyed instrumentation and other equipment within 30 days of notification by the County based on the then-current equipment configuration.

9.12.6 It will be the responsibility of the County to make appropriate payments to the successful Provider for the actions itemized above the then-current rates.

9.13 Spare Equipment Pricing

Each Provider shall provide an itemized list with discounted prices for any recommended

spare equipment to be retained at the county if proposal includes capital expenditures for hardware. These prices shall be effective for twelve (12) months from date of installation. Installation charges, if any, for each item shall also be provided.

9.14 Training and Documentation Requirements

9.14.1 Provider's company must have access to professional instructors specifically trained for the implementation of the recommended System (including peripherals). **The importance of good user training cannot be over-emphasized.** Provider's training people will conduct user training on site no earlier than two (2) weeks before the system turn-up. In addition, instructors shall be available to users on site on the cutover date. Instructors will also conduct console training (if applicable) and will be available remotely for ten (10) business days at no charge to the County, following implementation.

9.14.2 User training shall be comprehensive and appropriate to the user groups and telephone set types and peripherals that they utilize. A minimum of one (1) hour of training per user shall be provided. **Training sessions will be held in such a manner that disruption of normal work routines is minimized.** Group sessions, generally arranged by work group and including up to 15 employees, will be required during the weeks before cutover. Exact dates will be scheduled with the approval of department heads and/or the Project Manager.

9.14.3 Training must cover user features of the proposed system, including voice mail and other peripherals. Separately, console training for attendants and their back-ups must also be included. Live demonstration sets must be installed in a room identified by the county for hands-on trials. Selected Provider and the county, as part of the acceptance process, shall mutually agree to the adequacy of training.

9.14.4 The selected Provider shall also conduct on-site training for the system administrator and technical support people in the basic use of the system, if applicable.

9.14.5 Offeror must guarantee availability of training console attendants, users, system administrators for the life of the system. Such training may be separately chargeable item following acceptance.

9.15 Other Offeror Requirements

9.15.1 Users must be provided online access to station feature information.

9.15.2 The County requires access to a complete copy of all technical system operating manuals.

9.15.3 Provider is asked to describe backup system software procedures and elapsed time to complete the process.

9.15.4 Service logs and other such records are to be maintained and kept in the MDF or online and must be accessible by county staff.

9.16 Hardware Title

The title to and risk of loss and damage to all items of equipment shall remain in and be the responsibility of the successful Provider or until final delivery and receipt acceptance.

9.17 Security

The work comprising this project will be performed at County sites. The selected Provider shall comply with the following working conditions:

9.17.1 Selected Provider must be cleared for security access by the County. Selected Provider shall submit a list of names of all persons expected to be on the project site. The completed list shall be submitted to the county for approval prior to any person's appearance at the site for work.

9.17.2 Selected Provider shall follow all County security rules.

9.18 Safety

9.18.1 Selected Provider shall comply with federal, state, municipal, and OSHA laws, rules, regulations, and code requirements.

9.18.2 Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing service.

9.18.3 Selected Provider also shall take necessary steps to ensure that required firefighting apparatus is accessible at all times. Flammable materials shall be kept in suitable places outside any of the county sites.

9.19 Project Management

Provider will provide a single point of contact, i.e. project manager, to speak for the Provider and to provide the following functions: (1) initiate and coordinate tasks with county staff, architects, engineers, Provider employees, and others as specified by the county, (2) provide day-to-day direction and on-site supervision of Provider personnel, and (3) ensure conformance with all contract provisions. The Provider's ability to provide strong project management is an important component of the final selection process.

10.0 EVALUATION OF PROPOSALS

10.1 Review Process

The County Technology Committee, composed of four county employees/office heads, will analyze and evaluate the information received in response to this RFP and, when appropriate, present recommendations to the Board of Commissioners. Finalist firms may be asked to make oral presentations to the review committee and/or the Board of Commissioners. Such presentations will provide the Provider with an opportunity to answer questions regarding their proposal. All finalists and

non-finalists will be notified by September 25, 2025.

10.2 Evaluation Procedure

The evaluation procedure will be objective, thorough, complete, and well-documented. Proposals must be responsive in meeting the requirements set forth throughout this RFP. Price will be an important factor, but other evaluation factors may include a Provider's competence to perform the contract, ability in terms of workload to perform the contract, past performance on similar projects, financial responsibility, quality of the proposal, or other similar factors. Final tabulations will result in identifying the selected Provider.

10.3 Right to Reject

The County reserves the right to reject any and all proposals in whole or in part when it has determined the award of a contract would not be in the best interest of the county or Provider. The review Panel may waive minor defects that are not material when no prejudice will result to the rights of any other Providers.

10.4 Additional Information

10.4.1 Upon completion of the analysis of the proposals, the County reserves the right to negotiate the final terms and conditions with the Provider selected. Any conflict between the RFP and any response shall be resolved in favor of the RFP. Any conflict between the RFP, the response, and the agreement shall be resolved in favor of the agreement.

10.4.2 The county reserves the right to mail/email the RFP to firms that are qualified to perform the services requested herein, even if such firm does not, on its own accord, request a copy of the RFP.

10.4.3 Proposals will not be made available for public inspection until the county has made a final award. All proposals received in response to the RFP will be retained by the county and are a matter of public record and subject to inspection.

10.4.4 The county makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP, and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all of the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of the county and the data contained or referenced herein.

10.4.5 This RFP may be withdrawn, modified or re-circulated at any time at the sole and absolute discretion of the County. The County reserves the right, at its sole and absolute discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures, to change and alter any and all criteria, to terminate discussions, to accept or reject any response, in whole or in part, to negotiate modifications or revisions to a response and to negotiate with any one or more Providers to the RFP.

10.5 Letter of Intent

The County shall issue a letter of intent to the selected Provider contingent on the successful negotiation of a contract. All unsuccessful Providers shall be notified by the County Clerk after a contract award has been made. No information shall be released after the RFP due date until an award and execution of the resulting contract by the county. **Furthermore, the County has no obligation to award a contract under this RFP.**

10.6 Responsibility

The selected Provider will be required to assume responsibility for all services offered in the proposal. Further, the county will consider the winning Provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

NEMAHA COUNTY PHONE NUMBER LIST

[illegible]

