TARRANT COUNTY PURCHASING DEPARTMENT **Vendor Name:** 

JACK BEACHAM, C.P.M. PURCHASING AGENT ROB COX, C.P.M.,A.P.P. ASSISTANT PURCHASING AGENT

# RFP NO. 2011-001

# REQUEST FOR PROPOSALS FOR ANNUAL CONTRACT FOR VIDEO CONFERENCING SOLUTION

# PROPOSALS DUE OCTOBER 13, 2010 2:00 P.M.

RFP NO. 2011-001

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This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.

## PRE-PROPOSAL CONFERENCE

All respondents are <u>highly encouraged</u> to attend a Pre-Proposal Conference to be held as follows:

DATE: WEDNESDAY, SEPTEMBER 22, 2010 TIME: 9:00 A.M. LOCATION: TARRANT COUNTY PLAZA BUILDING KORNFELD AUDITORIUM 200 TAYLOR STREET FORT WORTH, TEXAS 76102

The Tarrant County Plaza Building's paid public parking entrance is on W. 2<sup>nd</sup> Street. The public entrance to the Plaza Building is on the West side of the building which faces Burnett Street. Take the elevator down to the 1<sup>st</sup> floor. The Kornfeld Auditorium is on the right when exiting the elevator.

RSVP: Vendors planning to attend the pre-proposal conference should RSVP, <u>in</u> <u>writing, via facsimile</u>, no later than 5:00 p.m., Monday, September 20, 2010.

Send RSVP'S to Gwen Peterson, C.P.M., A.P.P., Senior Buyer at (817) 884-2629.

Questions from proposers will be addressed at the pre-proposal conference. Any vendor who submits a proposal without attending the scheduled pre-proposal conference does so at his own risk. Such applicant who submits a proposal and does not attend the scheduled pre-proposal conference waives any right to assert claims due to undiscovered conditions.

Tarrant County is soliciting proposals for **ANNUAL CONTRACT FOR VIDEO CONFERENCING SOLUTION.** 

THE ORIGINAL AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY OF COMPLETED PROPOSALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT AT 100 E. WEATHERFORD, SUITE 303 FORT WORTH, TEXAS 76102 ON OR BEFORE OCTOBER 13, 2010 AT 2:00 P.M.

<u>All proposals, including a "NO BID", are due in the Purchasing Department by the due date</u>, in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and/or hour set for RFP opening will not be accepted. Respondent will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the respondent. If proposals are sent by mail to the Purchasing Department, the respondent shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of RFPs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by proposer/respondent guaranteeing authenticity. After the official opening, proposals become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners Court.

Tarrant County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Request from interested proposers for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

GWEN PETERSON, C.P.M., A.P.P., SENIOR BUYER FAX: (817) 884-2629

All documents associated with this RFP including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the RFP number on the Tarrant County website and available for download by bidders/respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent to Bid prior to bid award. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.

The deadline for receipt of <u>all</u> written questions shall be 12:00 (Noon), Fort Worth time, Monday, September 27, 2010.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal.

This RFP is issued in compliance with the County Purchasing Act, Section 262.030. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

**<u>CONFIDENTIALITY</u>**: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. <u>Pricing information is not considered confidential</u>. Trade secrets or confidential information **<u>MUST</u>** be placed in a separate envelope marked "<u>**CONFIDENTIAL INFORMATION**</u>" and <u>**EACH**</u> **<u>PAGE</u>** must be marked "<u>**CONFIDENTIAL INFORMATION**</u>" and <u>**EACH**</u> to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.

"The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Tarrant County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Tarrant County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act."

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

**Continuing non-performance** of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **<u>contract may be terminated</u>** by either party upon written ninety (90) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- 1. Proposals received after the time limit for receiving proposals.
- 2. Proposals containing any irregularities.
- 3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Vendors.
- 2. Reasonable grounds for believing that any Vendor is interested in more than one Bid for the work contemplated.
- 3. The Vendor being interested in any litigation against the County.
- 4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work which in the judgement of the County will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Respondents shall not owe delinquent property tax in Tarrant County.

The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to, Proposal Signature Form, Reference Page, Certificate of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein, shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful proposer/respondent may not assign their rights and duties under an award without the written consent of the Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

### **SPECIAL CONDITIONS**

- 1. <u>Contract Terms</u>: Successful vendor(s) will be awarded a one (1) year contract, effective from date of award by Tarrant County Commissioners Court or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the vendor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. <u>Prices must remain firm for the entire contract</u>.
- 2. <u>Renewal Options</u>: Tarrant County reserves the right to exercise an option to renew the contract of the vendor for up to two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.
- <u>COOPERATIVE PURCHASING</u>: Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on the next page; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. <u>A "NO" answer could result in complete</u> <u>rejection of proposal</u>.
  - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and <u>pricing</u> would apply?

\_\_\_\_Yes \_\_\_\_No

- 1) If you, the Respondent, checked yes, the following will apply:
  - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.
  - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the successful bidder and each governmental entity.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- c) Vendor(s) awarded contract(s) resulting from Request for Bid (RFB) shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.
- B. <u>SECONDARY/ALTERNATE AWARD</u>: Secondary or alternate vendors serve in a back up capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.
  - 1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract.
  - 2) If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?

\_\_\_\_Yes \_\_\_\_No

## Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1.	Alamo Heights ISD
2.	Allen ISD
3.	Alvord ISD
4.	Anna Fire Department
5.	Arlington ISD
6.	Armstrong County
7.	Atascosa County
8.	Bastrop County
9.	Bexar County
10.	Blue Ridge Fire
10.	Department
11.	Bosque County
12.	Branch Fire Department
13.	Brazoria County
14.	Brazos County
15.	Brown County
16.	Bulverde Police
10.	Department
17.	Burnet County
18.	Cameron County
19.	Carroll ISD
20.	Carrollton-Farmers
20.	Branch ISD
21.	Castleberry ISD
22.	Cedar Hill ISD
23.	Chambers County
24.	City of Aledo
25.	City of Allen
26.	City of Alvord
27.	City of Amarillo
28.	City of Arlington
29.	City of Athens
30.	City of Aubrey
31.	City of Austin
32.	City of Azle
33.	City of Balch Springs
34.	City of Bedford
35.	City of Benbrook
36.	City of Blue Mound
37.	City of Bovina
38.	City of Bowie
39.	City of Boyd
40.	City of Bridge City
41.	City of Bridgeport
42.	City of Brownwood
43.	City of Bryan
44.	City of Burkburnett
45.	City of Burleson
46.	
47.	City of Caddo Mills City of Carrollton
48.	City of Castle Hills
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49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64.	City of Cedar Hill City of Cedar Park City of Celeste City of Celina City of Cleburne City of Cockrell Hill City of Colleyville City of Combine City of Combine City of Coppell City of Copperas Cove City of Corperas Cove City of Corsicana City of Corsicana City of Crowley City of Cumby City of Cumby City of Dalworthington Gardens
<ol> <li>65.</li> <li>66.</li> <li>67.</li> <li>68.</li> <li>69.</li> <li>70.</li> <li>71.</li> <li>72.</li> <li>73.</li> <li>74.</li> <li>75.</li> <li>76.</li> <li>77.</li> <li>78.</li> <li>79.</li> <li>80.</li> <li>81.</li> <li>82.</li> <li>83.</li> <li>84.</li> <li>85.</li> <li>86.</li> <li>87.</li> <li>88.</li> <li>89.</li> <li>90.</li> <li>91.</li> <li>92.</li> <li>93.</li> <li>94.</li> <li>95.</li> <li>96.</li> <li>97.</li> <li>98.</li> </ol>	City of Decatur City of Denison City of Denton City of DeSoto City of Diboll City of Duncanville City of Early City of Early City of Electra City of Electra City of Electra City of Electra City of Everman City of Farmers Branch City of Forest Branch City of Forest Hill City of Forest Worth City of Frisco City of Galena Park City of Galveston City of Galveston City of Garland City of Garland City of Garland City of Georgetown City of Granbury City of Grand Prairie City of Grand Prairie City of Grand Saline City of Grapevine City of Grapevine

5	
<ul> <li>99.</li> <li>100.</li> <li>101.</li> <li>102.</li> <li>103.</li> <li>104.</li> <li>105.</li> <li>106.</li> <li>107.</li> <li>108.</li> <li>109.</li> <li>110.</li> <li>111.</li> <li>112.</li> <li>113.</li> <li>114.</li> <li>115.</li> <li>116.</li> <li>117.</li> <li>118.</li> <li>119.</li> <li>120.</li> <li>121.</li> <li>122.</li> <li>123.</li> <li>124.</li> <li>125.</li> <li>126.</li> <li>127.</li> <li>128.</li> <li>129.</li> <li>130.</li> <li>131.</li> <li>132.</li> <li>133.</li> <li>134.</li> <li>135.</li> <li>136.</li> <li>137.</li> <li>138.</li> <li>139.</li> </ul>	City of Haltom City City of Horizon City City of Hudson Oaks City of Hudson Oaks City of Huntsville City of Hurst City of Hutchins City of Irving City of Italy City of Keene City of Keller City of Kennedale City of Killeen City of Kyle City of La Vernia City of Lake Worth City of League City City of League City City of Leander City of Lewisville City of Lewisville City of Little Elm City of Little Elm City of Little Fild City of Little Fild City of Little Fild City of Little City of Little City of Little City of Little City of Lubbock City of Lubbock City of Lubbock City of Mansfield City of Marshall City of Marshall City of McKinney City of Melissa City of Melissa City of Melissa City of Melissa City of Merkel City of Marshall City of Mesquite City of Marshall City of Mesquite City of Mesquite City of Mesquite City of Mesquite City of Marshall City of Mesquite City of Marshall City of Mesquite City of Mesquite City of Mesquite City of Marshall City of Mesquite City of Mesquite City of Mesquite City of Mesquite City of Nacogdoches City of North Richland Hills
140. 141. 142. 143. 144. 145. 146. 147. 148.	City of Odessa City of Pasadena City of Pelican Bay City of Pharr City of Plano City of Pottsboro City of Port Isabel City of Princeton City of Ralls

## Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

<ul> <li>149.</li> <li>150.</li> <li>151.</li> <li>152.</li> <li>153.</li> <li>154.</li> <li>155.</li> <li>156.</li> <li>157.</li> <li>158.</li> <li>160.</li> <li>161.</li> <li>162.</li> <li>163.</li> <li>164.</li> <li>165.</li> <li>166.</li> <li>167.</li> <li>168.</li> <li>169.</li> <li>171.</li> <li>172.</li> <li>173.</li> <li>174.</li> <li>175.</li> <li>176.</li> <li>177.</li> <li>178.</li> <li>179.</li> <li>180.</li> <li>181.</li> <li>182.</li> <li>183.</li> </ul>	City of Red Oak City of Richardson City of Richland Hills City of River Oaks City of Roanoke City of Roanoke City of Round Rock City of Rowlett City of Royse City City of Royse City City of Sachse City of Sachse City of San Marcos City of San Marcos City of San Marcos City of San Marcos City of Sour Lake City of Sour Lake City of Sour Lake City of Southlake City of Southlake City of Southlake City of Southmayd City of Springtown City of Taft City of Temple City of Terrell City of Terrell City of Texarkana City of The Colony City of Van Alstyne City of Van Alstyne City of Watauga City of Watauga City of Watauga City of Watauga City of Watauga City of Weatherford City of Westworth Village City of White Settlement City of White Settlement City of White Nettlement City of White Settlement City of White Settlement
184.	City of Wylie
185. 186.	Clay County Clear Creek ISD
187.	Collin County
188.	Collin County
189.	Community College Comal County
189. 190.	Cooke County
191.	Coryell County
192.	Cottondale Volunteer
	Fire Department
193.	Crowley ISD
194.	Dallas County
195.	Dallas/Fort Worth
	International Airport Board

196.	Decatur ISD
197.	Denton County
198.	Denton County Fresh
	Water Supply Dist
	No. 1-A
199.	Denton ISD
200.	DeSoto ISD
201.	Duncanville ISD
202.	Eagle Mountain-
202.	Saginaw ISD
203.	Duval County
203. 204.	
	Ector County
205.	Education Service
	Center Region XI
206.	El Paso County
207.	El Paso County Hospital
	District dba
	R.E. Thomason General
	Hospital
208.	Electra ISD
209.	Ellis County
209.	
	Erath County
211.	Everman ISD
212.	Fannin County
213.	Fort Bend County
214.	Fort Worth Housing
	Authority
215.	Fort Worth ISD
216.	Fort Worth
	Transportation Authority
217.	Freestone County
218.	Frisco ISD
	Grandview Police
219.	
	Department
220.	Grapevine\Colleyville
	ISD
221.	Grayson County
222.	Gregg County
223.	Gunter Special Utility
	District
224.	Hardin County
225.	Harris County
225.	
	Emergency Services
	District
226.	Harrison County
227.	Hays County
228.	Heart of Texas Region
	MHMR Center
229.	Henderson County
230.	Hood County
231.	Hopkins County
201.	

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232.	Hunt County
233.	Hurst Euless Bedford ISD
233. 234.	Hutchinson County
234.	Idea Public Schools
236.	Jasper County
237.	Jefferson County
238.	Jim Wells County
239.	Johnson County
240.	Johnson County Special
	Utility District
241.	Karnes County
242.	Kaufman County
243.	Kaufman ISD
244.	Kennedale ISD
245.	Kinney County
246.	Krum ISD
247.	Lake Dallas ISD
248.	Lake Worth ISD
249.	Lamb County
250.	Lampasas County
250. 251.	Lavon Police
201.	
252.	Department
	Leon County
253.	Lewisville ISD
254.	Little Elm ISD
255.	Lowry Crossing
	Volunteer Fire Dept.
256.	Mansfield ISD
257.	McKinney ISD
258.	McLennan County
259.	McLennan Community
	College
260.	MHMR of Tarrant
	County
261.	Midway ISD
262.	Mills County
263.	Montgomery County
264.	Montgomery County
	Hospital District
265.	Nacogdoches County
266.	Nevada Volunteer Fire
200.	Department
267.	North Central Texas
201.	Council of Governments
268.	North Texas Municipal
200.	Water District
260	Northwest ISD
269.	
270.	Nueces County
271.	Olton Police
070	Department
272.	Orange County

## Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

Wildlife

Safety

Titus County

Texas Dept. of Parks &

Texas Dept. of Public

302.

303.

304.

273.	Palo Pinto County
274.	Paradise ISD
275.	Parker County
276.	Parker County
	Emergency Services
	District 1
277	
277.	Potter County
278.	Public Transit Services
	of Mineral Wells
279.	Red River County
280.	Region 9 Education
	Service Center Wichita
281.	Rockwall County
282.	San Jacinto Community
	College District
283.	San Patricio County
284.	Schleicher County
285.	Senior Center Resource
	and Public Transit, Inc.
	of Hunt County
000	
286.	Seven Points Fire
	Rescue
287.	Sherman ISD
288.	Smith County
289.	South Montgomery Fire
200.	Department
200	
290.	South Texas College
291.	Springtown ISD
292.	St. John Westside
	Volunteer Fire Dept. of
	Edgard, LA
293.	Tarrant Appraisal
200.	District
204	
294.	Tarrant County 9-1-1
	Emergency Assistance
	District
295.	Tarrant County College
	District
296.	Tarrant County
200.	
	Emergency Services
	District 1
297.	Tarrant County Hospital
	District
298.	Tarrant County
	Workforce Development
	Board
200	
299.	Tarrant Regional Water
	District
300.	Taylor County
301.	Texas A&M University

at Commerce

304.	Titus County
305.	Tom Green County
306.	Town of Addison
307.	Town of Argyle
308.	Town of Edgecliff
	Village
309.	Town of Fairview
310.	Town of Flower Mound
311.	Town of Hickory Creek
312.	Town of Highland Park
313.	Town of Lakeside
314.	Town of Pantego
315.	Town of Ponder
316.	Town of Prosper
317.	Town of Sunnyvale
318.	Town of Westlake
319.	Town of Westover Hills
320.	
	Travis County
321.	Travis County
	Healthcare District
322.	Trinity River Authority
323.	United States Marshals
020.	Service
324.	
324.	University of North
	Texas Health Science
	Center
325.	University of Texas at
	Arlington
326.	University of Texas at
020.	Dallas
207	
327.	University of Texas MD
	Anderson Cancer
	Center
328.	Upper Trinity Regional
	Water District
329.	Van Zandt County
330.	Victoria County
331.	Waco ISD
332.	Walker County
333.	Ward County
334.	Weatherford College
335.	Westminster Fire Dept.
336.	Weston Volunteer Fire
	Department
337.	White Settlement ISD
338.	Williamson County
339.	Wilson County
000.	

- 340. Wise County341. Wood County
- 342. Zapata County

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#### SPECIAL CONDITIONS

#### MINIMUM INSURANCE REQUIREMENTS

- A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and <u>approved by</u> Tarrant County.
  - 1. Workers' Compensation statutory
  - 2. Employer's liability \$500,000
  - 3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury \$1,000,000 per occurrence
      - \$2,000,000 aggregate
    - b. Property Damage \$1,000,000 aggregate
  - 4. Professional Liability / Errors and Omissions \$1,000,000:
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
  - 1. Proof of Carriage of Insurance All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
  - 2. All certificates shall provide Tarrant County will receive an unconditional thirty days written notice in case of cancellation or any major change.
  - 3. As to all applicable coverage, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
  - 4. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
  - 5. The Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
  - 6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

## **TECHNICAL SPECIFICATIONS**

#### I. SCOPE:

Tarrant County's objective is to identify an Information Technology (IT) company capable of providing a County-wide enterprise video conferencing solution that enable County departments to more efficiently and effectively conduct County business. Specifically, Tarrant County is seeking a solution that will initially support ten (10) video conference rooms and two hundred (200) desktop video conference users. We are also seeking a business partner that understand the economics and uses for video conferencing in a local government environment and is willing to provide the necessary infrastructure and business planning support to enable cost-effective growth beyond the initial deployment.

#### II. PROPOSAL RESPONSE REQUIREMENTS:

The desired proposal will include all components of a "turn-key" solution including all hardware, software, professional services and business consulting services required to support a successful implementation. Please answer the following questions in the order that they are asked.

- A. Technical Solution:
  - 1. Please describe the capabilities for video conference room services.
  - 2. Please describe the capabilities for video desktop services.
  - 3. Please describe the architectural components of the proposed system.
  - 4. Please list any subcontractors that will be used and describe each subcontractor's role/responsibility.
  - 5. Please describe the Security capabilities of the system (Automatic NAT, Firewall and Web Proxy Traversal).
  - 6. Does the proposed system provide "virtual video conference rooms"?
  - 7. How many "virtual conference rooms" are available in the proposed system?
  - 8. What system resources are required to provide "virtual video conference room"?
  - 9. Does the proposed system support H.264 Scalable Video Coding (SVC)?
  - 10. What level of packet loss will result in a "less than good" experience?
  - 11. What is the bandwidth requirement needed to achieve an acceptable end-to-end delay?
  - 12. Will the proposed system provide different frame rates-resolution combinations to a variety of end-points connected to the same conference?
  - 13. What is the designed end-to-end delay for the proposed system?
  - 14. Does the proposed system provide HD quality video?

- 15. Will the proposed system provide HD quality video when used with a 3G wireless data modem?
- 16. Does the proposed system require a Multipoint Control Unit to create a multipoint conference? If yes, why?
- 17. Does the proposed system support Multi-User content sharing? How?
- 18. Please describe the capabilities for interfacing with other video conferencing technologies.
- 19. Does the proposed system have capability to allow "one-time guest" participants? How?
- 20. Does the proposed system integrate into Microsoft Office Communications System?
- 21. Will the proposed system work on Apple desktop/laptop/tablet devices?
- 22. What Smartphone platforms/devices are supported on the proposed system?
- 23. Does the proposed system provide recording and playback capability?
- 24. How long and in what capacity has your company been providing video teleconferencing solutions?
- B. System Management:
  - 1. Please describe the management capabilities of the system for end-users and system administration.
  - 2. Please describe the accounting/call detail records capabilities of the proposed system.
  - 3. Please list Texas State and/or Local Cooperative Purchasing agreements that include your company's video teleconferencing solution (example State of Texas Department of Information Resources).
- C. Implementation Plan:
  - 1. Please describe the system design and provisioning resources and processes that will be utilized to insure a fully functional system that meets Tarrant County operational needs.
  - 2. Please list the project management team members, specific responsibilities and experience.

#### III. PRICING:

- A. The pricing response must be organized in a manner that makes it easy to isolate hardware costs, software costs, licensing fees, management and maintenance fees, and all other costs associated with:
  - 1. Implementing a new video teleconferencing system for ten (10) conference rooms and two hundred (200) desktop video conference users;
  - 2. Managing and maintaining the new system for a three (3) year period; and
  - 3. An option to grow the system to a total of twenty-five (25) conference rooms and five hundred (500) desktop video conference users.
- B. There must be one (1) detailed quote for the <u>initial</u> ten (10) conference rooms and two hundred (200) desktop video conference users with three (3) years of managing and maintaining system. There must be a separate quote for the <u>Growth Price</u> of an additional fifteen (15) conference rooms and three hundred (300) desktop video conference users. <u>Failure to submit pricing in this manner will result in pricing scores of zero (0) on the evaluation</u>.
- C. The price quotes must include: The Specific Quantity, Item ID or Part Number, Description, Unit of Measure, <u>Unit</u> Retail Price, Discount Percentage Applied, and Total Price Quoted, for each individual billing element.
- D. All cost, recurring and non-recurring, must be included in the two price quotes and must be presented in a manner that allows all costs to be easily understood evaluated.
- E. Tarrant County reserves the right to increase or decrease the initial quantities based on the current budget of \$155,000.00. The growth quantities are estimates only and may be increased or decreased based on departmental need and budget.

#### IV. FINANCIAL STABILITY:

A. Provide copies of Vendor's most recent financial statement (i.e., monthly, quarterly) and <u>audited</u> financial statements for the past three years, each to include corresponding balance sheet, income statement and statement of cash flow.

#### V. VENDOR REQUIRED CONTRACTS:

A. Please submit, with your proposal response, a copy of any vendor required contracts (i.e. purchase contract, maintenance contract, etc.) that Tarrant County would be required to sign.

B. The successful vendor will be required to provide an original of any vendor required contracts to be reviewed by the Tarrant County District Attorney's office prior to an award recommendation being made. Vendor contracts are to be governed by the laws of the State of Texas and the venue for any action under the contract shall be in the district courts of Tarrant County, Texas. Since the County can only commit to single-year funding, a fiscal funding out statement must be included in the contract. Failure to provide these documents in a timely manner may justify rejection of the proposal and award to the next-higher qualifying bidder.

#### VI. EVALUATION CRITERIA:

- A. It is the intent of Tarrant County to award a contract to a single vendor who receives the highest evaluation score and who meets all of the requirements set forth in this RFP.
- B. Initial Ranking of Proposals:
  - 1. All proposals received by the due date and meeting submission requirements established in this RFP will be considered and evaluated based on the following weighted scale:

Evaluation Criteria	Weight
Initial Price	45%
Technical Solution	20%
Growth Price	10%
System Management	10%
Implementation Plan	10%
Financial Stability	5%

#### C. Oral Presentations:

- 1. The Vendors with the highest initial scores may be invited to provide an oral presentation/demonstration to the Evaluation Committee.
- 2. Prior to the oral presentation, the proposer will be provided with an agenda that reflects specific topics that are of interest to Tarrant County.
- 3. Oral presentations/demonstrations will last no longer than three (3) hours.
- 4. Scoring of the oral presentations/demonstrations will be based on the same criteria used for the initial ranking. The oral presentation score for these vendors will override the initial ranking score. Scores for pricing will remain the same as in the initial ranking.
- 5. Tarrant County reserves the right at its sole discretion to determine if oral presentations/demonstrations are in the best interest of the County. Tarrant County is under no obligation to conduct oral presentation(s).

- D. Best and Final Offer (BAFO):
  - 1. The Vendors with the highest scores may be invited to prepare a Best and Final Offer for consideration by the RFP Evaluation Committee.
  - 2. Tarrant County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).
  - 3. In the event, that Tarrant County elects not to pursue BAFO(s), contract negotiation may be conducted.
- E. Contract Negotiation:
  - 1. The Tarrant County Purchasing Department may conduct contract negotiations along with representatives from the Information Technology Department.
  - 2. Tarrant County reserves the right at its sole discretion to determine if pursuing contract negotiation is in the best interest of the County. Tarrant County is under no obligation to pursue contract negotiation.



# **TARRANT COUNTY**

## HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

#### I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

#### II. DEFINITIONS

<u>Historically underutilized businesses (HUBs)</u>, also know as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

<u>Certified HUBs</u> includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

<u>Businesses</u> include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Tarrant County: Historically Underutilized Business Policy

<u>Statutory bid limit</u> refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$25,000.

### III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
  - 1. Target goals should consider:
    - the availability of HUB firms within the specific category of goods or services to be procured; and
    - the diversity of the county's population.
  - 2. The goals should be reviewed and amended periodically.
  - 3. The program may apply to all County procurements including construction and professional services.
  - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
  - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - 1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - 2. Continuing to seek new communication links with HUB vendors, professionals and contactors to involve them in the procurement process.
  - 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
  - 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - 1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

#### IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
  - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
  - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
  - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
  - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
  - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

**510** *Historically Underutilized Businesses Policy Adopted: Court Order 64788 (December 17, 1990)* Amended: Court Order 69958 (December 7, 1993) Amended: Court Order 99651 (December 28, 2006)

#### FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support ServicesNorth Central TexasStatewide HUB ProgramRegional Certification Agency1711 Jacinto Blvd.624 Six Flags Drive, Suite 100PO Box 13047ORAustin, TX 78711-3047(817) 640-0606(512) 463-5872(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with proposal.

COMPANY NAME:	
REPRESENTATIVE:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO	FAX NO
Indicate all that apply:	

Minority-Owned Business Enterprise Women-Owned Business Enterprise Disadvantaged Business Enterprise

#### **VENDOR REFERENCES**

Please list three (3) references (preferably local or state government agencies), **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE	
GOVERNMENT/COMPANY NAME:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
EMAIL:	
SCOPE OF WORK:	
CONTRACT PERIOD:	
REFERENCE TWO	
GOVERNMENT/COMPANY NAME:	
LOCATION:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
EMAIL:	
SCOPE OF WORK:	
CONTRACT PERIOD:	
REFERENCE THREE	
GOVERNMENT/COMPANY NAME:	
LOCATION:	
CONTACT PERSON AND TITLE:	
TELEPHONE NUMBER:	
EMAIL:	
SCOPE OF WORK:	
CONTRACT PERIOD:	

THE ORIGINAL AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

#### **PROPOSAL SIGNATURE FORM**

The undersigned agrees this proposal becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and a storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the proposer/respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Proposer/Respondent, nor any employee of Tarrant County, and that the contents of this proposal have not been communicated to any other proposer/respondent or to any employee of Tarrant County prior to the official opening of this RFP.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 <u>et seq</u>., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, <u>et seq</u>.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. *Failure to sign and return this form will result in the rejection of the entire proposal.* 

NAME AND ADDRESS OF COMPANY:	Signature Date						
Tel. No							
E-Mail Address:							
AFTER HOURS EMERGENCY CONTACT:							
Name:	Tel. No						
COMPANY IS:							
Business included in a Corporate Income Tax Return?		YES	NO				
Corporation organized & existing under the laws	of the State of _						
Partnership consisting of							
Individual trading as							
Principal offices are in the city of			<u>.</u>				
THIS FORM MUST BE <u>SIGNED</u> AND THE AND ONE (1) ELECTRONIC COPY F							

#### CERTIFICATION OF ELIGIBILITY (This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Authorized Signature

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY RETURNED WITH PROPOSAL.

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#### DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals and Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to Tarrant County.



THE ORIGINAL AND SEVEN (7) COPIES AND ONE (1) ELECTRONIC COPY OF THIS FORM MUST BE RETURNED WITH PROPOSAL!

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