

BETTY HARDWICK CENTER

Request for Proposals (RFP) For Telephone and Voice Mail Services

I. Purpose

Betty Hardwick Center is the Mental Health and Intellectual and Developmental Disability Authority for Taylor, Jones, Callahan, Shackelford and Stephens counties. The Center provides an array of services in these counties to about 5500 people each year and employs about 210 people. The Center is seeking requests for proposals (RFP's) for Telephone and Voice Mail services.

Successful bidders will be able to provide proposals that reflect issues of best value, which are choice, quality, access, and ultimate cost-benefit.

II. Eligible Bidders

Bidders must be public agencies or private individuals or agencies eligible to do business in Texas. In the situation where a consortium of providers is applying, the financial agent must be able to demonstrate ability to manage funds. Respondents must be in good standing with any state or federal agency from which the Respondent receives funds. If a state or federal agency has terminated a Respondent's contract within the last twelve (12) months for deficiencies in performance of a contract, that Respondent is not eligible to submit a proposal to this RFP. Any Respondent who has been debarred, suspended, or otherwise excluded from or is ineligible for participation in federal assistance programs is not eligible to submit a proposal.

III. Introduction

A. Betty Hardwick Center has been in business for almost 45 years and has provided outpatient mental health, Intellectual and Developmental Disability, substance abuse and early childhood intervention services in various formats during that time period.

B. Betty Hardwick Center provides community based services to those residents in our catchment area who are the most severely disabled and in need of services. As the local authority, Betty Hardwick Center is responsive for leadership and management of the strategic goals and operations for services to these clients.

C. Ultimate oversight of Betty Hardwick Center operations is the responsibility of a nine member board of trustees appointed by the sponsoring agencies in our geographic area.

D. Betty Hardwick Center is eligible to receive funds from local, state, federal and other sources.

IV. Addenda to the Procurement Package

Betty Hardwick Center has the right to issue addenda to this procurement package prior to the closing date for submission of proposals specified herein provided all Respondents are provided

fair opportunity to respond. All such addenda become, upon issuance, an inseparable part of the specifications that must be met for the proposal to be considered.

V. Questions Regarding the Procurement Package

All inquiries about this procurement package should be directed to:

John Cizek
Network Administrator
2616 S. Clack
Abilene, Texas 79606
(325) 690-5212 (325)690-5136 fax
Email: jcizek@bettyhardwick.org

VI. Factors for Evaluating a Proposal for Award

- A. For a proposal to be considered for award, Respondent must follow all instructions and meet all requirements specified in this procurement package. Respondent failing to comply with instructions and/or meet all the requirements in this procurement package is subject, at Betty Hardwick Center sole discretion, to disqualification from consideration for award.
- B. Award shall be made by evaluating proposals in order to determine the proposal that gives Betty Hardwick Center best value. This evaluation shall include consideration of any relevant information specified in a proposal including, but not limited to, the following factors:
 - 1. Any installation cost;
 - 2. The delivery terms;
 - 3. The quality and reliability of the Respondent's goods or services;
 - 4. Extent to which the goods or services meet Betty Hardwick Center needs;
 - 5. Indicators of probable Respondent performance under the contract, such as past Respondent performance, the Respondent's financial resources and ability to perform, the Respondent's experience and responsibility, and the Respondent's ability to provide reliable maintenance agreements;
 - 6. The impact on the ability of Betty Hardwick Center to comply with laws and rules relating to Historically Underutilized Businesses ("HUB") or relating to the procurement of goods and services from persons with disabilities;
 - 7. Total long term cost to Betty Hardwick Center of acquiring the Respondent's goods or services;
 - 8. The cost of any employee training associated with the acquisition;
 - 9. The effect of an acquisition on Betty Hardwick Center productivity;
 - 10. The acquisition price;
 - 11. Whether the Respondent can perform the contract or provide the service(s) within the Contract term, without delay or interference;
 - 12. The Respondent's history of compliance with the laws relating to its business operations and the affected service(s) and whether it is currently in compliance;
 - 13. Whether the Respondent's financial resources are sufficient to perform the contract and to provide the service(s);

14. Whether necessary or desirable support and ancillary services are available to the Respondent;
15. The character, responsibility, integrity, reputation, and experience of the Respondent;
16. The quality of the facilities and equipment available to or proposed by the Respondent;
17. The ability of the Respondent to provide continuity of services, if applicable;
18. Ability of Respondent to meet all applicable written policies, principles, and regulations;
19. The ability of the Respondent to demonstrate a Mental Health Friendly Workplace; and
20. Any other factor relevant to determining the best value for Betty Hardwick Center in the context of a particular acquisition.

VII. Selection for and Notification of Award

- A. Betty Hardwick Center Chief Executive Officer shall convene a committee to make the evaluation of proposals that result in the recommendation to the Board of Trustees for the selection for award.
- B. The successful Respondent shall receive a written notice of award from Betty Hardwick Center no later than ten (10) days after selection for award.

VIII. Negotiations

Betty Hardwick Center may conduct in person presentations of proposals and/or negotiations with Respondents in order to either complete the evaluation of an acceptable proposal or complete the procurement process. Negotiations may include clarifications, improvements, and revisions to a Respondent's original proposal. Betty Hardwick Center will conduct negotiations only if it is in the best interest of Betty Hardwick Center to do so, Betty Hardwick Center being the sole judge of its "best interest."

IX. Applicable Funding Limitations

The Texas department of State Health Services ("DSHS"), Department of Aging and Disability Services (DADS) and Department of Assistive and Rehabilitation Services (DARS) provide funding to Betty Hardwick Center through general revenue and or grants pursuant to an annual budget agreed upon by such agencies and Betty Hardwick Center. This budget specifies the funding allocated for this service as specified in this procurement package. The payment for such services provided in performance of a prospective contract shall not exceed this budgeted allocation. In order to obtain competitive proposals, the amount of funds allocated in Betty Hardwick Center budget for these services shall not be disclosed to any Respondent under any circumstances.

X. Term and Method of Payment for Prospective Contract

- A. The initial term of the prospective contract resulting from award of a proposal will be determined at the time of contract negotiation. Any specific requirements for contract terms should be clearly identified in the bid. Betty Hardwick Center reserves the right to amend the schedule for the initial term, renew any contract based upon a contractor's successful

performance, and to modify the terms and conditions of any contract upon the contract's renewal.

B. Payment under the prospective contract shall be subject to negotiation based on the costs set forth in the Respondent's proposal that is chosen for award.

XI. Procurement Process Timetable

Date	Event
April 18, 2016	RFP Issuance
May 20, 2016	Proposals due 5:00 pm CST
June 7, 2016	Review with Betty Hardwick Center Board of Trustees
June 8, 2016 through July 31, 2016	Contract negotiation
August - September 2016	Proposed start date

Betty Hardwick Center reserves the right to modify these dates according to the Betty Hardwick Center Board of Trustees meeting schedule and at the discretion of the Betty Hardwick Center Chief Executive Officer.

XII. Instructions for Submission of Proposals

A. Respondent shall submit its proposal and 3 copies (all secured with "binder clips") by mail or in person to the address below no later than the closing date of 5:00 p.m., Central Standard Time, May 20, 2016 to:

Betty Hardwick Center
Attn: Mark Morrell
2616 S. Clack Street
Abilene, Texas 79606

B. Except as provided in the Texas Open Records Act, Texas Government Code, and Chapter 552, all information submitted in a proposal is confidential until an award has been made and any resulting contract executed.

C. Respondent may make written corrections, deletions, or additions to proposals that are submitted prior to the closing date specified in XIV.A. above. No oral, telephonic, telegraphic, facsimile, electronically mailed, or other electronically transmitted corrections, deletions, or additions will be accepted. The Respondent must submit changes on substitute pages in the appropriate number of copies with a cover letter documenting the changes and the specific pages for substitution. Corrections, deletions, or additions that affect the competitiveness of other offers will not be accepted.

D. Late, illegible, incomplete, unsigned, or otherwise non-responsive proposals will not be considered.

E. If a Respondent wishes to withdraw its proposal, a letter must be submitted prior to the

closing date. The signature on the letter must be original and must be of equal authority as the signature on the proposal.

XIII. Outline of Proposal

A. Throughout this Outline of Proposal, the Respondent will be asked to provide detailed information regarding the scope of the organization's business. The items and questions, detailed in pages 8 through 23 of this document, will fall under one of the following sections:

- I. BUSINESS DEMOGRAPHICS AND ORGANIZATIONAL STRUCTURE.
- II. PRODUCT OFFERING.
- III. RATE SCHEDULE.
- IV. ACCOUNT MANAGEMENT.
- V. INFORMATION SYSTEMS.
- VI. FORMULARY.
- VII. FINANCIAL.
- VIII. MISCELLANEOUS.
- IX. CONCLUSION.
- X. DOCUMENTS.
- XI. ASSURANCES.

B. Betty Hardwick Center has the right to review only completed proposals. Betty Hardwick Center reserves the right to disqualify the Proposal if the responses are incomplete or answers are omitted. Betty Hardwick Center reserves the right to hold subsequent face to face or telephone interviews for clarification and /or negotiation purposes only. Interviews will not be solicited for the purpose of completing incomplete proposals. All supporting documentation should be attached to the back of the proposal document and in the order described in this Proposal Outline.

E. Each Respondent submitting a completed proposal, but not awarded a contract, will be notified in writing that the proposal is no longer being considered.

XIV. Content of Proposal

I. BUSINESS DEMOGRAPHICS AND ORGANIZATIONAL STRUCTURE.

- A. Name and title of Respondent;
- B. Brief history of the organization;
- C. Legal name of business;
- D. Legal status of entity;
- E. Federal Identification number;
- F. Mailing address;
- G. Business phone number;
- H. Facsimile number;
- I. Hours of operation;
- J. Contact person and phone number;
- K. Billing address;
- L. Billing Manager, phone number and facsimile number;

- M. Other business locations in Texas, to include address;
- N. Listing of owners/partners to include percent of ownership and title;
- O. Years in operation;
- P. Certification Number (if Historically Underutilized Business);
- Q. List any past (within the last three years) and present litigation against the organization and/or its officers of the organization. If directly related to prescription drug services or the incorrect dispensing of a prescription, provide a brief explanation of circumstances, status, resolution and any monetary damages;
- R. Organizational Structure;
- S. List the names and qualifications of the CEO/President, Local or Regional Director, CFO/Financial Manager, and Quality Management Director; and
- T. List the names and business affiliation of the board members or other governing body.

2. PRODUCT OFFERING.

A. Services

1. Betty Hardwick Center requires the following services. Please indicate your ability to provide these services.
 - a. Cloud based telephone system
 - b. Setup and initial configuration
 - c. Training/knowledge transfer
 - d. 24/7 support
 - e. Keep existing phone numbers
 - f. Number portability between devices
 - g. Encryption 128bit
 - h. Backup/Disaster plan
 - i. Auto attendant
 - j. Call queuing
 - k. Voicemail
 - l. Voicemail to email
 - m. Conference calls
 - n. Hunt groups
 - o. Instant messaging
 - p. Caller ID
 - q. Call waiting
 - r. Call forwarding
 - s. Call pickup
 - t. 911 service
 - u. Devices (phones, wireless headsets)
 - v. Soft phone (PC, MAC, iOS, Android)
 - w. FAX lines
 - x. Unlimited calling
 - y. Unlimited FAX
 - z. Any other associated hardware/software required for completion not specified here
 - aa. (2) PRIs
 - bb. (6) Point to Point T-1 lines

(5) Blocks of 100 DIDs

Network diagrams available on request

2. Describe your technical support for these programs –
3. Describe your customer service practices –
4. Describe the features available with this phone service –

B. Implementation.

1. Can you meet a projected implementation deadline by August or September 2016? If yes, please provide a timeline implementation chart as it specifically relates to this effective date.
2. Due to the nature of the work we do, down time would be a serious problem. Assuming your bid were selected, how will you manage the transition and future support issues?
3. Are there any costs to Betty Hardwick Center associated with implementation?

3. RATE SCHEDULE.

A. For services proposed, please itemize in detail the proposed rates/fees. Proposed rates/fees should be all inclusive of all services provided.

B. Miscellaneous. List any charges not listed in this proposal.

4. ACCOUNT MANAGEMENT.

A. Describe in detail the staff and other resources that your organization will dedicate exclusively to manage this contract.

B. Describe your processes for system back up when you experience unscheduled down time. List the number of times your network processing has experienced unscheduled down time over the past twelve months.

5. INFORMATION SYSTEMS.

Describe the organization's Information System, including the following:

A. The platform, host system, software used, data base, and file format specifications;

B. Betty Hardwick Center currently utilizes Avaya phone equipment. Do your systems have any problems working with this product? Or specify if proposal involves replacement.

C. What are the current capabilities of the organization's information system? Include dates of last upgrades and plans for future upgrades, if any.

6. FINANCIAL

A. Has the organization ever filed bankruptcy? If yes, please describe in detail.

B. Is the organization incorporated as a profit or not-for-profit organization?

C. For profit organizations, please attach a Letter of Good Standing verifying that the organization is not delinquent in State Franchise Tax.

D. For non-profit or exempt organizations, please attach a 501C IRS Exemption Form.

E. Describe any sub-contract arrangements that would be used to fulfill these contracted services.

7. REFERENCES

Please identify three (3) references of clients with similar size and industry as Betty Hardwick Center. Include name of reference, contact person, phone number and address;

8. CONCLUSION.

Describe why you believe your organization is the best choice. Include points that distinguish you from your competition.

9. ASSURANCES.

All Respondents must assure that:

A. Respondent has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and

B. Respondent has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and

C. All cost and pricing information is reflected in the RFP response documents only; and

D. Respondent and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and

E. If applicable, no member of the Respondent's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Respondent to be awarded this prospective contract; and

F. Respondent has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Respondent awarded this prospective contract; and

G. Respondent, if currently providing services to Betty Hardwick Center on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding Betty Hardwick Center operations that provides an undue advantage in the selection process; and

H. Respondent has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to a public employee in connection with its submitted proposal; and

I. Respondent accepts the terms, conditions, criteria and requirements set forth in the RFP procurement package; and

J. Respondent accepts Betty Hardwick Center sole right to award any proposal or reject any or all proposals submitted at any time; and

K. Respondent accepts Betty Hardwick Center sole right to cancel the RFP at any time Betty Hardwick Center so desires; and

L. Respondent will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs; and

M. Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any completed contract that may result from its proposal; and

N. Respondent, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and

O. Respondent owes no funds to the State of Texas for unresolved audit exceptions. Any unresolved audit exception is an exception for which the Respondent has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and

P. Respondent agrees that information about individuals served by the State Agency will be kept confidential; and

Q. Respondent shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and

R. Respondent shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and

S. Respondent warrants that it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated hereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws; and

T. Respondent warrants that it will provide free of charge to Betty Hardwick Center modifications or updates to the Respondent's software so that the software is and remains in compliance with HIPAA and HIPAA Regulations; and

U. Respondent shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and

V. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan.

Respondent certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and

W. Respondent agrees to provide Betty Hardwick Center with any information necessary to validate any statements made in its proposal, as requested by Betty Hardwick Center. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for Betty Hardwick Center to verify information with third parties, and allowing inspection of Respondent's records. Respondent understands that failure to substantiate any statements made in Respondent's proposal shall result in disqualification of the proposal.

NOTICE: Betty Hardwick Center will not be liable for any fees or charges not specifically detailed in your proposal.

Signature of Authority for the Respondent

Title of Organization

Printed Name and Title

Date