



REQUEST FOR PROPOSALS

VOIP PHONE SYSTEM REPLACEMENT

ISSUE DATE: February 24, 2026

VIRTUAL PRE PROPOSAL CONFERENCE: Wednesday, March 11, 2026 at 10:00 AM CST via Zoom. All Bidders are encouraged to attend.

RSVP: Vendors planning to attend the Pre-Bid Conference must RSVP to plattj@co.grayson.tx.us by 10:00 a.m., CST, Tuesday, March 10, 2026.

In the email state:

1. *Your company name,*
2. *Names of attendees,*
3. *Email address,*
4. *phone number for each attendee*

Confirmed receipt by Grayson County of this email is required. After the RSVP deadline, a Zoom meeting invitation will be sent to participants.

Questions from bidders will be addressed at the pre-bid conference. All vendors are strongly encouraged to attend the pre-proposal conference. Questions addressed during the conference will be documented in a written addendum and made available to all known vendors and posted on the County's website. Vendors who do not attend are solely responsible for reviewing all addenda and any information distributed as a result of the conference.

PROPOSAL DEADLINE: April 8, 2026 at 10:00 AM CST

PROPOSAL SUBMISSION INFORMATION:

Grayson County Purchasing Department
100 West Houston Street, 3rd Floor
Sherman, TX 75090

Vendors are expressly prohibited from contacting any Grayson County official or employee regarding this Request for Proposals. A violation of this provision is grounds for the immediate disqualification of the vendor.

TABLE OF CONTENTS

| Section | Page |
|---|-------------|
| 1. Project Overview | 3 |
| 2. Scope of Work | 4 |
| 3. Proposal Deadline and Submission Requirements | 7 |
| 4. Expenses | 9 |
| 5. Right to Submitted Proposals and Supporting Documents | 9 |
| 6. Questions and Addenda | 9 |
| 7. Form of Agreement | 10 |
| 8. Insurance | 10 |
| 9. Proposal Conditions | 10 |
| 10. Consideration of Withdrawal and/or Rejection of Proposal | 11 |
| 11. Award | 12 |
| 12. Non-Disclosure of Information | 12 |
| 13. State of Texas Public Records | 13 |
| 14. Amendments/Change Orders | 13 |
| 15. Project Deliverables | 13 |
| 16. Additional Services | 13 |
| 17. Certification | 14 |
| 18. Compliance with Texas Law | 14 |
| 19. Submission Checklist | 15 |
| Appendices | |
| Appendix A – Confidentiality Agreement | 17 |
| Appendix B – Goods and Services Agreement | 21 |
| Appendix C – Minimum Insurance Requirements | 27 |
| Appendix D – Cybersecurity Compliance Certification | 29 |
| Legal Notice | 30 |

1. PROJECT OVERVIEW

Grayson County ("County") is soliciting sealed proposals for a VoIP Phone System to replace the existing end-of-life, end-of-support VoIP system. A majority of the phones reside at the County Complex in Sherman, Texas. The remaining phones are physically located at approximately twenty (20) offsite locations within Grayson County.

2. SCOPE OF WORK

2.1 Project Goals and Objectives

Grayson County has established the following objectives for this project. Any changes to the specifications or Scope of Work will be made in the form of an Addendum to this Request for Proposals that will be supplied to all known prospective vendors. Notices can be found at <https://www.co.grayson.tx.us/page/pur.BidOpportunities>. Notwithstanding the foregoing, vendors will be responsible for ensuring that they have all addenda.

Grayson County may negotiate and refine the final Scope of Work with the selected vendor. Grayson County reserves the right to negotiate additional services with the selected vendor at any time after the initial contract award.

Grayson County seeks an experienced vendor to provide a turnkey solution for a VoIP system to replace all existing Mitel/Shoretel equipment.

The primary goals of replacing the current telephone system are:

- Providing users with integrated, uniform functionality for all telephone stations across the County
- Improving work efficiency by offering unified communications to end-users
- Investing in a communications system that is scalable to grow with the County
- Ensuring robust cybersecurity and data protection as required by Texas Government Code § 2054.5191 and outlined in Appendix B, Section 15(2).
- Expansion opportunity for additional employees and locations

2.2 System Requirements

The new turnkey system shall include Unified Communications and integrate with the County's Exchange and Active Directory systems. All existing telephones must be replaced with equivalent IP physical or soft phone. Details regarding the current system are provided below and should be used for bidding purposes.

Proposals shall include training specifically for system administrators and end users of all phone types and features. Training shall be provided over the course of the project and include times with in-person (minimum of 4 in-person sessions) and remote options. Training courses are to be recorded and delivered for future use.

Existing phone numbers must be retained. Vendor shall coordinate number retention with the current telco provider (Frontier) or manage porting process at no additional cost to County, including any required Letters of Authorization (LOAs).

2.2.5 System Cutover and Transition

Vendor shall provide a detailed cutover and transition plan designed to minimize disruption to County operations. The cutover plan shall include phased implementation by location or department, clearly defined roles and responsibilities, rollback procedures for each phase, and coordination with County IT for scheduling. County reserves the right to approve the cutover schedule, and no countywide cutover shall occur on Commissioners Court meeting days or during the County's fiscal year-end period, unless expressly approved in writing by the County.

2.3 Warranty and Support

Five (5) year warranty with and without phone support, including:

- A detailed description of warranty coverage for all hardware, software, and licensing, specifying what is included and excluded over the full five (5) year period (e.g., parts, labor, firmware/software updates, replacement timelines, and any on-site services).
- A detailed description of technical support services for the **with phone support** option, including hours of availability, methods of contact (phone, email, web portal), response and resolution time commitments, escalation procedures, and the types of issues and equipment covered.
- A detailed description of technical support services for the **without phone support** option, clearly identifying all available non-phone support channels (such as email, web-based ticketing, self-service portals, or knowledge bases), any limitations on support, and any differences in response and resolution times compared to the phone support option.

2.4 Proposal Contents

A complete list of all equipment proposed must be provided, specifying manufacturer and individual model numbers. All equipment and component parts furnished shall be new, meet the requirements stated herein, and be in operable condition at the time of delivery.

The vendor must also provide a complete list of personnel and subcontractors involved with the proposed solution and include associated costs broken down by position, number of hours, and hourly rate for each position. Hourly rates may be decreased through negotiation in any contract entered as a result of this RFP, including the original contract and any renewals, but may not be increased.

The vendor shall clearly identify which features and functionalities in the proposed solution are included as standard (base) features and which are optional or add-on items, and shall

provide separate, itemized pricing for all optional or add-on features to avoid ambiguity or disputes regarding feature-related costs.

2.5 Current Voice Communications System

Grayson County currently operates a Mitel Connect VoIP system. The County utilizes PRI and VoIP devices. The local carrier, Frontier, provides the DID numbers, SIP trunks, and POTS lines for faxing. “The quantities below are based on the County's current system to aid interested vendors in preparing a proposal. Notwithstanding the foregoing, the County does not guarantee any minimum or maximum amount of equipment to be purchased under the awarded contract.”

The current Mitel system is comprised of and serves:

- Various remote locations connected via site-to-site VPN and metro ethernet
- 1,500 DIDs(Direct Inward Dialing)
- 520 Phone system accounts
- 520 physical desk phones with programmable buttons
- 1 Conference phone
- Softphone/Mobile App
- Phone VPN capability
- Auto-attendants
- Fax numbers
- Voicemail boxes with unified messaging
- Hunt and Workgroups
- Custom scheduling
- Direct 911 dialing without prefix and dispatchable location transmission per FCC requirements – Kari’s Law and Ray Baum’s Act Compliance
- Pickup groups
- Number forwarding
- Detailed call reporting with live dashboards
- System virtualized using VMWare with Microsoft Server OS
- Classes of Restriction
- Find Me-Follow Me
- Active Directory Compatibility
- Music on hold
- Call Recording
- Bridge Conferencing Ports

2.6 Highly Preferred Features

Grayson County would "highly prefer" the new system to include these additional features:

- Microsoft Teams integration
- Robust mobile and PC client
- Brightmetrics replacement or equivalent reporting and dashboarding product with live and historical dashboards with client control and detailed, easily customizable reports
- Phones with Bluetooth capability for pairing with accessories such as hearing aids and headsets
- Fax server for faxing via software (one-time purchase, not billed by fax volume), single line and multiline ATA devices
- Support for various network connectivity scenarios (i.e., Ethernet connected sites, site-to-site VPN connected locations, Wi-Fi enabled phones, VPN connected desk phones, WAN connected locations)
- Streamlined voicemail management with simple administrative voicemail deletion or reset from a management console and deletion of voicemail from system when message delivered via email attachment is deleted from email
- Live connection of calls between differing client types—for example, if a call is received on a mobile device, it can easily and without interruption be transitioned to a desk phone or PC application

2.7 Areas of Interest

The following features represent areas of interest and would provide added value to the County's communication infrastructure:

- **AI Integration** – Interactive Voice Response ("IVR") that understands natural language for easy menu navigation, detects mood of caller for prioritization, call transcription and key points sent via email, call quality analysis, call resolution analysis for quality and performance monitoring, and enhanced security capabilities
- **Data Dipping/Database (DB) Access** – The County does not have a central Customer Relationship Management (CRM) solution, but departments may be able to take advantage of this feature to link callers to pertinent data within the system and present that data to staff for better customer service
- **Nuisance Caller Blocking** – at the system administrator/IT level
- **Managed Service Option** – Vendor-supplied support for system programming and updates, including daily end-user account maintenance

2.8 System Acceptance Criteria

1. Final system acceptance will occur when all of the following conditions have been met:
2. All contracted equipment has been delivered, installed, and configured in accordance with the approved design and Scope of Work.

3. All required training for system administrators and end users described in Section 2.2 has been completed, and training recordings and materials have been delivered to the County.
4. The County has completed user acceptance testing and confirmed that all required features and functions identified in Sections 2.2 and 2.5 are operating as intended.
5. The system has operated in a production environment for at least thirty (30) consecutive calendar days without any critical system failures that materially interrupt County operations.

Final payment for implementation services will be contingent upon written notice of final acceptance issued by the County.

3. PROPOSAL DEADLINE AND SUBMISSION REQUIREMENTS

3.1 Submission Deadline

All sealed proposals must be received by Grayson County no later than **April 8, 2026, at 10:00 AM CST**. Sealed proposals shall be labeled with the name of the Request for Proposals and marked "SEALED PROPOSAL, DO NOT OPEN." Grayson County will not be responsible for the failure of any mail or delivery service to deliver a proposal prior to the stated date and time. Regardless of the manner of submission, any proposal received after the stated date and time will not be considered.

3.2 Required Proposal Contents

All proposals must include the following:

- The proposal title and due date and time
- A cover letter/letter of intent on vendor's letterhead, signed by an authorized representative of vendor, expressly agreeing to Grayson County's terms and conditions contained in this Request for Proposals and its attachments
- The vendor's name or company name, address, telephone number, and email address
- The name, address, telephone number, and email address of company representatives with the authority to answer questions or provide clarification regarding the proposal's contents
- A list of key personnel to be assigned to perform the services and each person's qualifications. Personnel should possess relevant and diverse knowledge and expertise in their respective fields
- The names of any and all subcontractors expected to perform services in connection with the project and their qualifications. Include the estimated percentage of work that each subcontractor is expected to perform. Grayson County reserves the right to accept or reject any proposed subcontractor

- A full description of the services and processes that will be implemented and ongoing to complete the project in the most efficient, timely, and comprehensive manner. The description should include a detailed implementation plan and project schedule outlining the primary tasks, estimated hours, responsibility, major deliverables and timing, including an estimated start date
- Any assistance requirements from Grayson County
- A detailed company description and history, including the areas of expertise related to the project
- A reference list of at least three (3) current projects or projects completed within the past twenty-four (24) months for projects of similar size and scope, including the name, title, email address and telephone number of a contact person for each reference listed.
- Certificate of Insurance as evidence that vendor meets the County's Minimum Insurance Requirements attached hereto

Vendors shall provide documentation sufficient to clearly demonstrate that their firm meets or exceeds the requirements set forth in this Request for Proposals. Failure to provide such documentation may result in the proposal being deemed non-responsive.

In addition to the foregoing, Grayson County reserves the right to request financial information for any vendor to support the viability of the vendor.

3.3 Confidentiality Agreement

To receive certain confidential information specifically related to this project, vendors will be required to complete and sign a separate Confidentiality Agreement, if applicable, in the form attached hereto and submit with proposal.

Once the Confidentiality Agreement is countersigned by Grayson County, County staff shall provide the relevant information via a secure file transfer (SFT) or such other encrypted means as the County deems appropriate. The email with the completed and signed Confidentiality Agreement must include the full name, title, and email address of the proposed SFT account holder, the full company name, address, and state of incorporation or organization, and the authorized officer or representative of the company who signed the Confidentiality Agreement.

3.4 Submission Requirements

Envelope Submissions

Proposers shall submit their responses in a two-envelope format as follows:

- Envelope 1 – Technical Proposals: Shall contain all required technical information, qualifications, methodology, project approach, schedule, and required forms, with no pricing or cost information of any kind. – Please note all confidential information shall be marked accordingly

- Envelope 2 – Price Proposal: Shall contain the completed pricing forms and all cost information required by this RFP.

Both envelopes shall be sealed, clearly labeled with the proposer’s name, the RFP number and title, and the designation “Technical Proposal” or “Price Proposal”, and submitted together in one outer package by the due date and time specified in this RFP.

Technical proposals will be evaluated first. Only vendors whose technical proposals are deemed responsive and within the competitive range will have their price proposals opened and evaluated. Price scores will then be combined with technical scores per the weighting in Section 11.1.

Those interested should submit one (1) sealed hard copy of the proposal. The vendor should also include in the copy of the sealed proposal unbound in a format to be scanned into record. Sealed proposals may only be mailed or hand delivered to the following:

**Grayson County Purchasing
100 West Houston Street, 3rd Floor
Sherman, TX 75090**

4. EXPENSES

Grayson County will not be responsible for any costs or expenses incurred by the vendor in submitting a proposal or for any other activities associated with this procurement. Further, Grayson County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement, even if the Commissioners Court has formally accepted the recommendation.

5. RIGHT TO SUBMITTED PROPOSALS AND SUPPORTING DOCUMENTS

All written correspondence, proposals, and supporting documents received by Grayson County in connection with this Request for Proposals will become the property of Grayson County. Grayson County reserves the right to use any ideas in a proposal or supporting documents regardless of whether the proposal is selected. All proposals shall be subject to disclosure under the Texas Public Information Act, Texas Government Code Chapter 552.

6. QUESTIONS AND ADDENDA

Questions or requests for further information regarding this Request for Proposals shall be submitted in writing via email to plattj@co.grayson.tx.us to the attention of Jodi Platt, Purchasing Agent, no later than **March 13, 2026, at 5:00 PM CST**. A copy of all questions, further clarifications, and answers will be made in the form of an Addendum to this Request

for Proposals and will be provided to all known vendors and posted on the County's website. Notwithstanding the foregoing, vendors will be responsible for ensuring that they have all addenda.

7. FORM OF AGREEMENT

In addition to the terms and conditions contained in this Request for Proposals, by submitting a proposal, the vendor, if selected, agrees to enter into and be bound by the provisions of a Goods and Services Agreement in substantially the form attached hereto and incorporated herein by reference. To the extent that any of the terms of this Request for Proposals and the terms of the Goods and Services Agreement conflict, the terms of the Goods and Services Agreement shall prevail. No work shall commence until an agreement has been fully executed by the parties. Unless otherwise approved by Grayson County, the vendor must begin performing services within thirty (30) days after an agreement is signed.

8. INSURANCE

Vendor, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Grayson County, or the renewal of any agreement with Grayson County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto and incorporated herein by reference. In the event vendor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Grayson County may, at its option, obtain the required insurance at the expense of the vendor.

9. PROPOSAL CONDITIONS

9.1 Terms and Conditions

Submission of a proposal indicates explicit acceptance by the vendor of the terms and conditions contained in this Request for Proposals and any attachments hereto. Grayson County reserves the right to reject, without prejudice or explanation, any or all proposals. Grayson County reserves the right to waive informalities or to amend the specifications of this Request for Proposals and request new proposals at any time prior to the award of a contract. All decisions of Grayson County shall be final and binding.

9.2 Required Vendor Submissions

The vendor shall supply the following:

- A single point of contact through proposal acceptance. Grayson County will communicate solely through this contact regarding all issues relating to the proposal through acceptance
- A single Project Manager, after acceptance, dedicated and available for the entire duration of the project. The Project Manager may only be replaced upon approval by,

or at the request of, Grayson County. At a minimum, the vendor's Project Manager shall be responsible for oversight and management of the Scope of Work as outlined above. This request shall be made in writing to Grayson County.

10. CONSIDERATION OF WITHDRAWAL AND/OR REJECTION OF PROPOSAL

10.1 Withdrawal

After submission, no proposal may be withdrawn by the vendor for a period of ninety (90) days following the opening date. Until that time, the proposal will remain firm and irrevocable, and any required bond will be forfeited.

10.2 Rejection

A proposal may be rejected if the vendor fails to:

- Submit the proposal in the format specified
- Supply the minimum information requested
- Submit all addenda, addenda responses, and templates
- Submit the proposal by the date and time required
- Submit a cost proposal with unbundled, detailed, and itemized pricing
- Provide truthful and accurate information in the proposal
- Fail to certify that all personnel with access to County computer systems or databases will complete a Texas-certified cybersecurity training program during the contract term, as required by Texas Government Code § 2054.5191.

10.3 No Acceptance

Grayson County reserves the exclusive right to reject any or all proposals, to waive any informalities or technical defects in proposals, and to accept any proposal deemed most favorable to Grayson County.

10.4 Competency of Vendor

Grayson County shall make such investigation as it deems necessary to determine the ability of the vendor to perform the work and/or provide the services required by this Request for Proposals. Upon request by Grayson County, the vendor shall furnish satisfactory evidence that it has the necessary facilities, ability, and financial resources to fulfill the specifications and conditions of the proposal.

11. AWARD

It is the intent of Grayson County that the awarded contract will have an initial term of one (1) year with four (4) subsequent options to renew for one (1) year each for the continued provision of support, maintenance, and warranty, for a total potential term of five (5) years. Each subsequent option to renew will be exercised automatically contingent upon the County paying any annual support, maintenance, and remote monitoring fees, and provided that funding has been appropriated by the Commissioners Court for such renewal period.

11.1 Proposal Evaluation Criteria

| Category | Points |
|--------------------------------------|------------|
| Cost proposal and value | 40 |
| Solution design and technical fit | 30 |
| Implementation approach and training | 10 |
| Warranty and support | 10 |
| Vendor qualifications and experience | 10 |
| Total | 100 |

Each proposal will be scored on a one (1) to five (5) point scale for each evaluation category listed above. The score for each category will be multiplied by the corresponding point value (weight) to determine the total points awarded for that category. The sum of all category scores will constitute the vendor's total proposal score.

Scoring definitions:

- 5 – Exceeds requirements
- 4 – Fully meets requirements
- 3 – Meets most requirements with minor gaps
- 2 – Meets some requirements with significant gaps
- 1 – Does not meet requirements

12. NON-DISCLOSURE OF INFORMATION

Vendor and its agents shall treat all data and information associated with this Request for Proposals, including, without limitation, the Request for Proposals, all reports, recommendations, specifications, and other data as confidential. Vendor and its agents shall not disclose or communicate any information to a third party or use such information in

advertising, propaganda, and/or in another job or jobs, unless prior written consent is obtained from Grayson County.

13. STATE OF TEXAS PUBLIC RECORDS

All proposals received by Grayson County shall be considered public information subject to lawful disclosure under the Texas Public Information Act, Texas Government Code Chapter 552. Any proposal material deemed by the vendor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be so marked by the vendor. In addition, it shall be the sole responsibility of the vendor to demonstrate to a court of competent jurisdiction that their designation is proper. Grayson County shall not make public any material determined by a court of competent jurisdiction to be proprietary or trade secret. Vendor hereby agrees to indemnify and hold Grayson County harmless from any and all claims, suits, damages, penalties, or expenses arising out of vendor's proprietary or trade secret designation.

14. AMENDMENTS/CHANGE ORDERS

After a project is awarded to a vendor and the parties enter into a formal agreement, a written amendment or change order will be required for any changes to the scope of the project, in accordance with Texas Local Government Code § 262.031.

15. PROJECT DELIVERABLES

The vendor shall complete the following:

- Weekly or bi-weekly project conference calls to be held throughout the project, with meeting agendas and minutes provided by the vendor
 - Ongoing action item list maintained by the vendor
 - Template and procedure for formal reporting of issues provided by the vendor
 - Final Report that summarizes the engagement
-

16. ADDITIONAL SERVICES

Grayson County reserves the right to negotiate additional services with the vendor at any time after the initial contract award, in accordance with the terms and conditions of the executed contract.

17. CERTIFICATION

Vendor hereby certifies that it has carefully examined this Request for Proposal and all attachments hereto, that it understands and accepts all terms and conditions and the scope of work, and that it has knowledge and expertise to complete the project. By submitting a proposal, the vendor certifies that its proposal is in all respects fair and without collusion or fraud.

18. COMPLIANCE WITH TEXAS LAW

18.1 Texas Local Government Code Compliance

This procurement is conducted in accordance with the Texas Local Government Code Chapter 262, Purchasing and Contracting Authority, and as applicable with state and federal law, including but not limited to:

- Texas Local Government Code § 262.023 and 262.030 (Competitive Sealed Proposals)
- Texas Government Code § 2251.001 et seq. (Prompt Payment Act)
- Texas Government Code § 2054.5191 (Cybersecurity Training for Local Government Employees and Contractors)

18.2 Cybersecurity Requirements

In accordance with Texas Government Code § 2054.5191 and consistent with cybersecurity best practices and the Texas Cybersecurity Safe Harbor framework (SB 2610), vendors must:

1. **Implement a Recognized Cybersecurity Framework** – Vendors with 100 or more employees must implement and maintain a comprehensive cybersecurity program consistent with recognized frameworks such as the NIST Cybersecurity Framework, CIS Controls, or equivalent standards
2. **Conduct Annual Risk Assessments** – Vendor shall conduct annual cybersecurity risk assessments to identify vulnerabilities and threats to information resources
3. **Maintain Data Protection Standards** – All confidential and sensitive County information shall be encrypted both in transit and at rest using industry-standard encryption protocols (minimum 256-bit AES or equivalent)
4. **Cybersecurity Training Certification** – Vendor certifies that all personnel with access to County computer systems or databases will complete a Texas-certified cybersecurity training program during the contract term and during any renewal periods, as required by Texas Government Code § 2054.5191(c).
5. **Security Incident Response** – Vendor shall establish and maintain incident response procedures and notify County in writing of any actual or alleged security breach within twenty-four (24) hours of discovery
6. **Compliance Documentation** – Vendor shall provide evidence of compliance with cybersecurity requirements upon request, including policies, training certifications, and audit results

Failure to meet cybersecurity requirements may result in proposal rejection or contract termination for cause.

18.3 Debarment Certification

Vendor hereby certifies that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with federal or state agencies.

18.4 Divestment from Companies That Boycott Israel

Vendor hereby certifies that it has not been designated by the State of Texas State Treasurer as a company engaged in the boycott of Israel pursuant to Texas Government Code § 2271.101 et seq.

18.5 E-Verify Certification

Vendor certifies that it will use the E-Verify system to verify the employment eligibility of all employees assigned to perform work under any resulting contract, in compliance with Texas Government Code § 2306.6671.

19. Submission Checklist

Proposal Submission Checklist

| Item | Included |
|---|--------------------------|
| One (1) original signed proposal | <input type="checkbox"/> |
| One (1) unbound copy of the proposal | <input type="checkbox"/> |
| Technical Proposal (no pricing) in separate envelope | <input type="checkbox"/> |
| Cover letter/letter of intent signed by an authorized representative | <input type="checkbox"/> |
| Company name, address, telephone number, and email address | <input type="checkbox"/> |
| Primary contact person's name, title, telephone number, and email address | <input type="checkbox"/> |
| Detailed description of proposed VoIP/UC solution and implementation approach | <input type="checkbox"/> |
| Complete list of all proposed equipment (manufacturer and model numbers) | <input type="checkbox"/> |
| Description of how solution meets requirements in Sections 2.1–2.7 | <input type="checkbox"/> |
| List of key personnel and subcontractors, with roles and qualifications | <input type="checkbox"/> |
| Project schedule and implementation plan | <input type="checkbox"/> |
| Description of training plan for administrators and end users | <input type="checkbox"/> |

| Item | Included |
|---|--------------------------|
| Description of cybersecurity controls and compliance with Texas Government Code § 2054.5191 | <input type="checkbox"/> |
| At least three (3) references for similar projects | <input type="checkbox"/> |
| Certificate of Insurance meeting County's minimum insurance requirements | <input type="checkbox"/> |
| Signed Confidentiality Agreement (if applicable) | <input type="checkbox"/> |
| Price Proposal in separate envelope | <input type="checkbox"/> |
| Itemized pricing for project implementation services | <input type="checkbox"/> |
| Itemized pricing for all equipment and licenses | <input type="checkbox"/> |
| Separate, itemized pricing for each warranty and support option described in Section 2.3 | <input type="checkbox"/> |
| Identification of standard (base) features versus optional/add-on features | <input type="checkbox"/> |
| Separate pricing for all optional/add-on features | <input type="checkbox"/> |
| Disclosure of any recurring annual support, maintenance, and monitoring fees | <input type="checkbox"/> |
| Completed and signed debarment certification | <input type="checkbox"/> |
| Completed and signed Israel boycott certification | <input type="checkbox"/> |
| Completed and signed E-Verify certification | <input type="checkbox"/> |
| All other required forms and certifications included in this RFP | <input type="checkbox"/> |

APPENDICES

APPENDIX A: CONFIDENTIALITY AGREEMENT

STATE OF TEXAS
GRAYSON COUNTY

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the last date a party signs below by and between **Grayson County, a political subdivision of the State of Texas** (hereinafter referred to as "County"), and _____ (hereinafter referred to as "Recipient").

WITNESSETH:

1. Confidentiality

The parties understand that certain confidential information, as defined herein, may be provided by County to Recipient in the course of the parties' business relationship. Recipient hereby agrees to comply with the terms and conditions contained herein as well as any applicable local, state, or federal law, rule, or regulation governing the use and disclosure of confidential information.

"**Confidential Information**" shall mean any non-public information concerning the County or its operations, including but not limited to, all tangible, intangible, visual, electronic, present, or future technical or business information such as:

1. Methods, processes, formulas, compositions, systems, techniques, and computer programs, which may include without limitation specifications, designs, plans, process flows, diagrams, functional descriptions of security systems, security drawings, security infrastructure, and security software
2. Other software products, software source code, or any related codes in all formats
3. Other hardware and/or software systems and configurations
4. Information technology policies and procedures, including without limitation those related to the protection of data
5. County network data, including security settings
6. Personal data, data protection, marketing data, customer lists, or vendor lists
7. Other technical information, including without limitation research, development, procedures, algorithms, data, designs, and know-how

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

1. In the public domain through no fault of the Recipient
2. Within the legitimate possession of the Recipient, with no confidentiality obligations to a third party

3. Lawfully received from a third-party having rights in the information without restriction and without notice of any restriction against its further disclosure
4. Independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information
5. Disclosed with the prior written consent of County
6. Required to be disclosed by law, regulation, or court or governmental order, specifically including requests pursuant to the Texas Public Information Act, Texas Government Code Chapter 552. In the event Recipient receives such a request, it shall notify County immediately, and County shall have the opportunity to defend against production of such records

Recipient shall not use or disclose any Confidential Information to any person who has not signed a confidentiality agreement in a form approved by County with terms at least as restrictive as those contained herein. Recipient may disclose Confidential Information only to its officers, employees, agents, representatives, and subcontractors who have a need to know and will disclose only the portion of the Confidential Information that such individual needs to know. This Section shall survive any termination of the relationship between the parties.

2. Data Protection

Recipient shall establish appropriate safeguards to protect the Confidential Information, including without limitation:

1. Implementing and maintaining an information security management policy acceptable to County with standards that are no less rigorous than accepted industry practices and consistent with the NIST Cybersecurity Framework or equivalent standard
2. Complying with all applicable laws to protect the Confidential Information from unauthorized access, including Texas Government Code § 2054.5191
3. Implementing and maintaining physical, technical, and administrative information safeguards that provide for network, application (including databases), and platform security
4. Implementing and maintaining business systems designed to optimize security
5. Ensuring secure, encrypted transmission and storage of the Confidential Information using encryption standards no less stringent than Advanced Encryption Standard (AES) 256-bit or equivalent
6. Maintaining comprehensive cybersecurity incident response and business continuity plans

In the event Recipient becomes aware of an actual or alleged security breach, it shall notify County in writing immediately and in no event more than **twenty-four (24) hours** after it becomes aware of the actual or alleged security breach.

3. Ownership

All Confidential Information provided to Recipient hereunder shall remain the sole and exclusive property of County.

4. Termination of Relationship

Upon termination of the relationship between the parties, Recipient will immediately return to County all Confidential Information, as may exist in any form of media, and all information and other materials provided by County or developed by the parties with regard to the parties' business relationship hereunder.

5. Survival of Obligations and Benefit of Agreement

Termination for any reason shall not relieve Recipient of any of its obligations under this Agreement. This Agreement shall inure to the benefit of County, its affiliates, successors, assigns, and designees, and shall be binding upon Recipient and its successors and assigns.

6. Remedies

Recipient acknowledges that any breach of this Agreement will cause County irreparable harm and that monetary damages alone are not an adequate remedy for an actual or threatened breach of this Agreement. In the event of an actual or threatened breach, County shall be entitled to injunctive or other equitable relief, including specific performance, even without proof of actual damages. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity.

7. Governing Law and Venue

This Agreement shall be governed by applicable federal law and by the laws of the State of Texas without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the District Courts of Grayson County, Texas, or in the Federal District Court for the Northern District of Texas, and both parties hereby consent to the exclusive jurisdiction and venue of such courts.

8. Dispute Resolution

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration without the express written consent of the other party. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action. All disputes shall be resolved in accordance with Texas law.

9. Governmental Immunity

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

10. Signatures

This agreement, including any changes and any other documents that are included by reference, can be signed in several separate copies. Each signed copy will be treated as an original, and together all copies will make up on single Agreement. The parties may sign this Agreement electronically via email or delivering a paper original.

GRAYSON COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____

RECIPIENT

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

State of Organization: _____

APPENDIX B: GOODS AND SERVICES AGREEMENT

GOODS AND SERVICES AGREEMENT

**State of Texas
Grayson County**

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **Grayson County, a political subdivision of the State of Texas** (hereinafter referred to as "County"), party of the first part, and _____ (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the "Project") and the agreed upon fees for the Project are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT; TERMINATION

(1) Term

The term of this Agreement begins on _____ (the "Effective Date") and continues in effect until _____, unless sooner terminated as provided herein. No work may commence under this Agreement until the Agreement has been fully executed by both parties.

(2) Renewal Options

This Agreement shall have an initial term of one (1) year with four (4) subsequent options to renew for one (1) year each, for a total potential term of five (5) years. Each renewal option shall be exercised automatically, contingent upon:

1. County's payment of any annual support, maintenance, and remote monitoring fees
2. Satisfactory performance by Provider during the preceding contract period
3. Board of Commissioners approval of funding appropriation for the renewal period

(3) Termination

County may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to Provider. As soon as practicable after receipt of a written notice of

termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination.

County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement.

Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NON-APPROPRIATION

If the County Commissioners does not appropriate the funding needed by County to make payments under this Agreement for a given fiscal year, County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, County will promptly notify Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay costs as specified in Exhibit "A" or as set out above for the satisfactory completion of the Project. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all products delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt, in accordance with the Texas Prompt Payment Act, Texas Government Code § 2251.001 et seq.

Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state, and local taxes arising out of its activities in accordance with this Agreement, including without limitation federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

Provider shall not be entitled to participate in any plans, arrangements, or distributions by County pertaining to or in connection with any pension, stock, bonus, profit-sharing, or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

1. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of Texas
2. Provider has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement
3. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement
4. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses
5. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement
6. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement
7. The goods and services provided by Provider under this Agreement will not violate, infringe, or misappropriate any patent, copyright, trademark, or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements)
8. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work
9. Provider acknowledges that if any specific licenses, certifications, or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation
10. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies, and security procedures applicable to work on County's premises. Such rules, regulations, policies, and security procedures shall include but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials

7. WARRANTIES

Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY, OR DATA

Provider shall be solely responsible for any damage to or loss of County's equipment, facilities, property, and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods or services covered under this Agreement, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the goods or services covered under this Agreement.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the State of Texas State Treasurer as a company engaged in the boycott of Israel pursuant to Texas Government Code § 2271.101 et seq.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with federal or state agencies.

13. E-VERIFY REQUIREMENT

Provider certifies that it will use the E-Verify system to verify the employment eligibility of all employees assigned to perform work under this Agreement and any renewal periods, in compliance with Texas Government Code § 2306.6671. Provider shall provide County with proof of E-Verify registration and compliance upon request.

14. SAM.GOV REGISTRATION

Provider certifies that it is currently registered and active in the System for Award Management (SAM.gov) under its legal business name and Unique Entity Identifier (UEI), and shall maintain an active SAM.gov registration for the duration of this Agreement and any renewal periods. Provider shall provide County with proof of its SAM.gov registration and UEI upon request.

15. CYBERSECURITY AND DATA PROTECTION

(1) Cybersecurity Compliance

Provider shall implement and maintain a comprehensive cybersecurity program that meets or exceeds industry standards, including:

1. **Framework Compliance** – Vendor shall implement and maintain controls consistent with the NIST Cybersecurity Framework, CIS Controls, or equivalent recognized standard
2. **Annual Risk Assessments** – Vendor shall conduct annual cybersecurity risk assessments and provide results to County upon request
3. **Data Encryption** – All County confidential information shall be encrypted in transit using TLS 1.2 or higher and at rest using AES-256 or equivalent encryption
4. **Access Controls** – Vendor shall implement role-based access controls, multi-factor authentication for administrative access, and audit logging for all access to County systems and data
5. **Vulnerability Management** – Vendor shall implement vulnerability scanning and patch management procedures, with critical patches applied within thirty (30) days of release
6. **Incident Response** – Vendor shall establish and maintain documented incident response procedures and shall notify County within twenty-four (24) hours of discovery of any actual or suspected security breach or cybersecurity incident affecting County data

(2) Cybersecurity Training

Provider certifies that all employees with access to County computer systems, databases, or confidential information will complete a cybersecurity training program certified under Texas Government Code § 2054.5191 or equivalent within thirty (30) days of assignment and annually thereafter. Provider shall maintain documentation of completion and provide certification upon request.

(3) Subcontractor Requirements

Provider shall ensure that all subcontractors with access to County systems or data comply with the same cybersecurity requirements and shall include corresponding cybersecurity obligations in all subcontractor agreements.

16. INSURANCE

(1) Required Insurance Coverage

Vendor, and any of its approved subcontractors, must procure and maintain in full force and effect during the term of any agreement with Grayson County, or the renewal of any agreement with Grayson County, the insurance coverage set forth in the Minimum Insurance Requirements attached hereto (Exhibit "B") and incorporated herein by reference.

(2) Insurance Failure

In the event vendor, or any of its approved subcontractors, fails to maintain insurance as outlined herein, Grayson County may, at its option, obtain the required insurance at the expense of the vendor.

APPENDIX C: MINIMUM INSURANCE REQUIREMENTS

GRAYSON COUNTY MINIMUM INSURANCE REQUIREMENTS

Any Provider entering into a contract with Grayson County for the provision of goods and services must maintain the following minimum insurance coverage throughout the term of the contract and any renewal periods:

1. COMMERCIAL GENERAL LIABILITY

- **Coverage:** ISO Form CG 00 01 (or equivalent)
- **Minimum Limits:** \$1,000,000 per occurrence / \$2,000,000 general aggregate
- **Requirements:**
 - County of Grayson named as additional insured
 - Coverage must include Products-Completed Operations coverage
 - Contractual Liability coverage must apply to indemnity obligations

2. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

- **Minimum Limits:** \$1,000,000 per claim / \$2,000,000 aggregate
- **Applicable to:** System design, implementation, and consulting services
- **Retroactive Date:** Must not be less than date of contract execution

3. CYBER LIABILITY / NETWORK SECURITY LIABILITY

- **Minimum Limits:** \$1,000,000 per occurrence / \$2,000,000 annual aggregate
- **Coverage Must Include:**
 - First-party coverage for data breach response costs
 - Third-party liability for network security breach
 - Privacy breach notification costs
 - Regulatory defense and regulatory action coverage
 - Business interruption/extra expense coverage
 - Crisis management and public relations costs
 - Forensic investigation costs

4. DATA BREACH INSURANCE

- **Minimum Limits:** \$1,000,000 per occurrence
- **Coverage Must Include:**
 - Breach notification costs
 - Credit monitoring for affected individuals

- Regulatory fines and penalties (where insurable)
- Personal injury liability from breach
- Technology service provider liability

5. WORKERS' COMPENSATION

- **If Applicable:** Statutory limits for the State of Texas
- **Employer's Liability:**
 - Bodily Injury by Disease: \$500,000
 - Bodily Injury Each Accident: \$500,000
 - Bodily Injury Policy Limit: \$500,000

6. AUTOMOBILE LIABILITY

- **If Applicable to Services:**
 - Combined Single Limit: \$1,000,000
 - Coverage for all owned, leased, and non-owned vehicles

7. COMMERCIAL UMBRELLA OR EXCESS LIABILITY

- **Minimum Limit:** \$2,000,000
- **Requirements:**
 - Must follow form over underlying policies
 - Must include contractual liability coverage
 - Retention must be reasonable and acceptable to County

CERTIFICATE OF INSURANCE REQUIREMENTS:

1. All insurance must be evidenced by a Certificate of Insurance showing:
 - Policy numbers, limits, and effective dates
 - Name and address of carrier(s)
 - Grayson County as additional insured
 - Waiver of subrogation in favor of County
 - 30-day notice of cancellation or material change
 2. Certificates must be received prior to execution of contract and annually thereafter
 3. Failure to maintain required insurance is grounds for contract termination
 4. Insurance requirements do not limit Provider's indemnity obligations
-

APPENDIX D: CYBERSECURITY COMPLIANCE CERTIFICATION

GRAYSON COUNTY CYBERSECURITY COMPLIANCE CERTIFICATION

Provider Name: _____

Authorized Representative: _____

Title: _____

Date: _____

The undersigned, being duly authorized to represent the above-named Provider, hereby certifies compliance with the following cybersecurity requirements under Texas Government Code § 2054.5191 and this RFP:

NIST Cybersecurity Framework Compliance – Provider has implemented controls consistent with the NIST Cybersecurity Framework (Identify, Protect, Detect, Respond, Recover functions)

Annual Risk Assessment – Provider conducts annual cybersecurity risk assessments and maintains documentation of findings and remediation efforts

Data Encryption – Provider uses AES-256 or equivalent encryption for data at rest and TLS 1.2 or higher for data in transit

Multi-Factor Authentication – Provider implements multi-factor authentication for all administrative access to systems

Vulnerability Management – Provider maintains a documented vulnerability management program including regular scanning and patch management with SLAs for critical patch deployment

Incident Response Plan – Provider maintains a documented, tested cybersecurity incident response plan with 24-hour breach notification procedures

Cybersecurity Training – All Provider personnel with access to County systems have completed or will complete within 30 days a Texas-certified cybersecurity training program and will complete annual refresher training

Subcontractor Requirements – All subcontractors with access to County systems or data are required to meet the same cybersecurity requirements through contractual provisions

Business Continuity/Disaster Recovery – Provider maintains documented business continuity and disaster recovery procedures with recovery time objectives (RTO) not to exceed 24 hours for critical systems

AUTHORIZATION:

I certify under penalty of perjury that the above representations are true and correct.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



LEGAL NOTICE

By order of Commissioners Court, Grayson County, Texas, the Purchasing Agent is authorized to advertise to receive **SEALED PROPOSALS** for:

2026-01 VOIP PHONE SYSTEM REPLACEMENT

Bids for furnishing the services described herein will be received until 10:00 A.M. (CST) on, **WEDNESDAY, April 8, 2026** at which time the submissions will be publicly opened and acknowledged.

RETURN BID TO:

**GRAYSON COUNTY PURCHASING
100 W HOUSTON ST, THIRD FLOOR
SHERMAN, TX 75090**

Jodi Platt, CPPM
Purchasing Agent

Please Publish in The Herald Democrat newspaper: One (1) Time, Tuesday, March 3, 2026 and One (1) Time, Tuesday, March 10, 2026 in the Herald Democrat, Sherman, Texas