

Monroe County

MONROE COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FOR

**LOCAL, LONG DISTANCE INTRA/INTERSTATE/INTERNATIONAL, AND TOLL FREE
TELEPHONE SERVICE**

BID NUMBER – CGD-889-06-15

**Monroe County Department of Finance
103 College Street South Suite 9
Madisonville, Tennessee 37354
(423) 442-9383**

**Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383**

**Bid Prepared By:
Monroe County Department of Finance**

**Invitation to Bid Number:
CGD-889-06-15**

May 19, 2015

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Department of Finance, J.P. Kennedy Human Resource Center no later than 10:00 a.m. (EDT) local time prevailing June 18, 2015 and then opened and read for the purchase of current generation voice and data switching systems for sites specified herein (and at County discretion, others as needs dictate), as authorized by Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on copy of this Invitation to Bid. Bidders shall sign this form in the space provided and return bid document to Monroe County Department of Finance, 103 College Street South Suite 9 Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or email. If the bid is submitted in a different bid envelope, the outside of the envelope should be clearly marked with "BID ENVELOPE" with the bid number.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Department of Finance shall determine the time of receipt. Bidders are responsible for ensuring that the Department of Finance personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to respond to the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

Award will be made to the most responsive, responsible bidder/s meeting specifications, who offers the most advantageous product-service-price mix to Monroe County. Monroe County reserves the right to make award on an item by item basis, a schedule basis or an "all or none" basis whichever it deems to be in the County's best interest. Monroe County also reserves the right to not award this bid. Award criteria are listed in article 1.13.

ALL VENDORS MUST SUBMIT A W-9 FORM WITH THEIR BID RESONSE

Bidder Information

Name of Bidder: _____
(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation with other person firm or corporation has any interest in this proposal or in the Contract proposed to be entered into.
2. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

Bidder: _____
(Company Name)

By: _____
(Authorized Signature in Ink)

Printed Name of Signer: _____

Title of Signer: _____

Date Signed: _____

Phone Number of Signer: _____

Phone Number # 2 _____

Bidder's TN State License Number: _____

**MONROE COUNTY, TENNESSEE
LOCAL, LONG DISTANCE INTRA/INTERSTATE/INTERNATIONAL, AND TOLL FREE
TELEPHONE SERVICE**

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All Bidders submit a signed and completed Attachment-A with the bid package. Failure to include a signed and completed Attachment-A with the bid package and may be cause for disqualification.

Monroe County Contacts for this ITB (*address Email Correspondence to all*):

Andy Roberts
Monroe County IT
423.572.0563
andy.roberts@monroetn.com

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Monroe County GIS
423.261.4229
wayne.runkles@monroetn.com

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Monroe County Finance
423.442.9383
Libby.hicks@monroetn.com

John Thompson
John Thompson Consulting
865.254.7444
jrtjrs@bellsouth.net

MONROE COUNTY, TENNESSEE
LOCAL, LONG DISTANCE INTRA/INTERSTATE/INTERNATIONAL, AND TOLL FREE
TELEPHONE SERVICE
PROJECT OVERVIEW

The County of Monroe, Tennessee (hereinafter “Monroe County” or “County”) is continuing its update of key portions of its Information Systems Infrastructure. To date, the County has: launched a new website www.monroetn.com | cabled all facilities addressed herein to comply with TIA/EIA category 5e or 6 standards | connected key facilities with OM3 50µ Fiber | migrated email to a hosted provider | selected a new Internet Services Provider (ISP) | and selected a Bidder to provide its Ethernet Switching & Telephone/UC System. The “next steps” addressed herein are the Local, Long Distance Intra/Interstate/International, and Toll Free Telephone Services.

TENTATIVE SCHEDULE OF EVENTS
(All Dates 2015)

| <u>Date</u> | <u>Event</u> |
|--------------------|---------------------------------|
| May 21 | Bid Release |
| June 4 | Pre Bid Conference (10:00 a.m.) |
| June 18 | Bids Due / Opening (10:00 a.m.) |
| June 25 | Projected Award |
| TBD | Contract Finalization |
| TBD | Desired Go-Live Porting |

ARTICLE 1
GENERAL TERMS AND CONDITIONS

This document constitutes an Invitation to Bid for all goods and services necessary to the proper design, provision, installation, and ongoing support Local, Long Distance Intra/Interstate/International, and Toll Free Telephone Services (hereinafter, Telephone Services). Network specifics shall be discussed during the pre-bid conference.

- 1.1 All general provisions of Article 1 shall apply to all other Articles of this document.
- 1.2 This document (including all County issued Attachments and Addenda hereto), and Successful Bidder's response, as accepted by the County, shall form the basis of the Contract (hereinafter "Contract" or "Agreement") between the County and Successful Bidder/s and shall govern all non-regulatory activity between them.
- 1.3 All Potential Bidders must bring a signed and completed copy of Attachment A, "Nondisclosure Agreement" to the pre-bid conference and must submit a signed and completed copy of Attachment A with the bid package. Presentation of a completed copy of Attachment A with Bidder's original signature shall be required for participation in the pre-bid conference and may be cause for disqualification if omitted from Bidder's response to this ITB.
- 1.4 Bidders are responsible for verifying the accuracy of Monroe County documents. Errors or variations shall not affect Successful Bidder's obligation to complete the work contemplated; nor shall such be made a basis for a claim for adjustment of unit or lump sum prices. Successful Bidder shall furnish all equipment, accessories, labor, professional services, and materials necessary to the satisfaction of each and every requirement hereof.
- 1.5 Bidder shall notify Monroe County of any ambiguities, omissions, or concerns regarding the meaning or intent of drawings or specifications. Clarification will be transmitted via e-mail to all known potential Bidders no later than five business days prior to Bid due date in the form of written addenda. Monroe County shall not be responsible for oral interpretations or instructions given by the County or any of its employees or representatives (direct or contract) either in person or electronically. Bidders are to provide a "Read Response" to such County Email.
- 1.6 Bidders are cautioned that unless otherwise stipulated in their bids, it will be understood that they are bidding in strict accordance with the specifications and will be required to comply therewith. Any deviations from the specifications must be fully set forth and itemized in detail as called for in Article 1.8 and others defining method of response.
- 1.7 Each Article of the Invitation to Bid must be appropriately addressed. It is preferred that Bidders respond to the ITB in the format in which it is presented (typed).
 - 1.7.1 Should any Article not be responded to, such will be understood by all to reflect: "affirmative," "comply," "read and understood," or "zero cost" response/s as applicable.
 - 1.7.2 For Articles requesting pricing, provide firm, fixed prices in U.S. dollars.
 - 1.7.3 Bidder/s' shall fully describe the effect/s of any and all exceptions taken on the area/s affected by such exception/s.
 - 1.7.4 Bidders are encouraged to place their Company's Name and a page number in the header of each page of its response (upper right preferred) so that each page is clearly identifiable and to ensure that no response or portion thereof is overlooked.

- 1.7.5 All costs associated with its participation in this process and preparation of its response hereto are Bidder's sole responsibility and shall not be chargeable in any manner to Monroe County. All proposals submitted in response to the ITB shall become the property of Monroe County and will not be returned.
- 1.8 As part of its evaluation and selection process, Monroe County may request telephone and/or on-site meetings with Bidder/s to address questions regarding Bidder/s' response to the ITB.
- 1.9 Only as authorized in writing by Monroe County, may Bidder use information written, spoken, observed, photographed, or otherwise obtained during any portion of the bid process for any purpose other than developing Bidder's response to this ITB; nor will Bidder disclose such information to any third party. Notwithstanding the foregoing, it is agreed that such use and disclosure restrictions shall not apply to (a) information that is generally available to the public other than by an act or omission on Bidder's part; or (b) is required by law to be disclosed. If Bidder should become legally compelled to disclose such information, it will provide Monroe County, Tennessee with prompt written notice of such demand or obligation.
- 1.10 The laws of the State of Tennessee shall govern this Contract. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, can be filed and adjudicated only in the Chancery or Circuit Courts in Monroe County, Tennessee.
- 1.11 Pursuant to provisions of Tennessee Code Annotated section 10-7-504(a)(7), ITB responses will not be available for review until the open records period of ITB shall begin, and then pursuant to provisions of Tennessee Code Annotated section 10-7-504(i)(1) only to the extent that such disclosure does not compromise network and/or information systems security.
- 1.12 The County reserves the right to waive informalities, to reject any or all responses, to accept the response or responses that in its judgment best serve its interest, and to negotiate all elements of apparent Successful Bidder/s' response/s and to base its decision to award on criteria other than price alone. Such additional criteria shall include but not be limited to:
- 1.12.1 Accuracy and thoroughness of Bidder's response to the ITB.
 - 1.12.2 Bidder's cooperation with the County throughout the bid process.
 - 1.12.3 Bidder's References and References' response to County follow-up.
 - 1.12.4 Bidder's ability to complete all work in a timely manner.
 - 1.12.5 The County's evaluation of the technical soundness of solutions proposed
- 1.13 Successful Bidder/s shall be solely responsible for the cost of all licenses, permits, and fees of any sort necessary to its performance of any portion of the Contract and/or any Contract change order associated herewith.
- 1.14 The "Total Cost to Monroe County" provided in the Cost/Proposal section, Article 3 shall be for complete turnkey services including all activities, systems, subsystems, components, documentation, training, and/or permits necessary to the satisfaction of all requirements herein.
- 1.15 Monroe County is exempt from federal excise taxes, and from state sales tax on tangible personal property. Exemption certificates will be provided upon request. All taxes and/or fees are to be itemized. Successful Bidder/s is/are responsible for payment and determination of the applicability of such taxes and/or fees.
- 1.16 Bidder must be able to demonstrate that it is a fully authorized and licensed carrier or an authorized agent of a fully authorized carrier licensed to provide all services called for.

- 1.17 Bidder/s must provide proof of current delivery of services of the type, size, and complexity considered herein. On Attachment B, provide five (5) references. Failure to do so may be cause for Bid rejection.
 - 1.17.1 To be acceptable, References must be willing to participate in a brief survey-guided telephone call with the County regarding Bidder/s’ work. Bidders shall advise References that they will be contacted by the County during normal business hours to complete such calls.
 - 1.17.2 No less than one of Bidder’s References must be willing to allow the County and/or its representatives to make a site visit. The County will be responsible for only travel, meals, lodging and miscellaneous expenses of its personnel attending such visits; all other costs shall be borne by Bidder.
- 1.18 Successful Bidder/s shall operate as an “independent contractor” and will not be considered an employee, servant or agent of Monroe County. Neither Successful Bidder/s nor Monroe County is acting as an employee or agent of the other.
- 1.19 By affixing its signature to this ITB, Bidder attests that it is (a) financially and organizationally able to satisfy all requirements of this ITB, (b) is subject to no current or pending litigation that might affect its ability to complete this project, and (3) has satisfied all Federal, State, and local requirements associated with providing the goods and services called for herein.
- 1.20 Bidders must provide at least one Carrier and one Successful Bidder (if “authorized agent”) contact (Name, Address, Phone Number, etc.). Each must hold a position in their respective organizations granting governance over marketing and operations. Should named employee/s change positions or terminate employment after award, Successful Bidder shall provide Monroe County with updated contact information for named contact’s replacement.

| Bidder | Authorized Agent <i>(If Applicable)</i> |
|---------------|---|
| Name | Name |
| Address | Address |
| | |
| Telephone | Telephone |
| Fax | Fax |
| E-mail | E-mail |
| | |

- 1.21 No portion of the Contract arising from this ITB or any money due or to become due hereunder may be assigned to any third party by Successful Bidder without Monroe County’s prior written approval.
- 1.22 Bidders and Monroe County agree that neither will use the other’s name in any publication or for advertising or promotion without written consent from a duly authorized representative of the other organization.

1.23 The Contract arising from this ITB may be amended in writing. Such Amendments must include the signature of authorized representatives of both parties. For Monroe County, the Director of Finance and for Bidder, specify the name(s) of person(s) authorized to sign Contract amendments and change orders below. Any desired Contract changes must be communicated in writing.

| Authorized Person | Title |
|-------------------|-------|
| Authorized Person | Title |

1.24 Before beginning work, Successful Bidder must provide Monroe County with a certificate of insurance. Such shall name Monroe County as “additional insured” and shall provide for timely insurer notification to Monroe County of any change, cancellation or non-renewal within thirty (30) days of such occurrence.

1.24.1 Worker’s compensation and industrial diseases insurance in the statutory amounts and employer’s liability in an amount not less than \$500,000.

1.24.2 General liability insurance in the amount of \$2,000,000 each occurrence and \$3,000,000 general aggregate including comprehensive general products/completed operations.

1.24.3 Automobile liability insurance, including non-owned and hired automobiles, in an amount not less than \$2,000,000 combined single limits of liability. The certificate of insurance shall indicate whether the policy or policies of insurance are written on a claims-made or occurrence basis.

1.25 Successful Bidder shall be held liable for all actions of Successful Bidder engaged Contractors and/or their respective Subcontractors and its insurance (above) shall include coverage for work performed by and actions of such Successful Bidder engaged Contractors and Subcontractors.

1.26 Any damage to walls, ceilings, floors, sidewalks, streets, or other property of any nature caused by Successful Bidder, its employees, subcontractors or other associates (shippers, etc.) must be restored by Successful Bidder at its sole expense as required by Monroe County. After due notice, Monroe County may make said corrections and charge reasonable costs thereof to Successful Bidder.

1.27 Any and all labor, professional services, material, service or equipment necessary to the proper operation of the Telephone Services, even if not individually specified or described herein, shall be deemed to be part of this Contract.

1.28 Successful Bidder/s must provide an Account Manager available on-site to serve as the County’s primary point of contact for activity with Bidder throughout the ITB process and the life of the Contract following award.

1.29 Successful Bidder must be sufficiently bonded to protect Monroe County from any and all negligent, dishonest or malicious acts of Successful Bidder employees and/or subcontractors.

1.30 All services rendered, materials furnished and/or work performed by the Successful Bidder pursuant to this Contract must be guaranteed by the Successful Bidder to be:

1.30.1 Of the best quality, workmanship and material of their respective kinds (unless authorized otherwise in writing by Monroe County).

- 1.30.2 Free from faulty design, of sufficient size/capacity, and of proper material to satisfy the operating conditions specified and/or observed by Successful Bidder.
- 1.30.3 Approved by their respective Manufacturers for use in the installation, maintenance, and operation of the services covered by this agreement.
- 1.31 In the event of any challenge or protest by unsuccessful Bidder/s or others, Successful Bidder/s shall assist the County in defending such protest/s. Successful Bidder assistance provided to the County, at no additional cost thereto, may include but not be limited to help with talking points, responding to questions, “deep-dives” regarding particular technologies, Successful Bidder qualifications, appearance at meetings, and the like.
- 1.32 Successful Bidder must keep all work areas free from accumulation of waste and rubbish; and daily, must remove all rubbish, tools, scaffolding equipment, and materials from and about Monroe County unless storage/staging space has been expressly identified for Successful Bidder’s use by Monroe County, and if so, only in such areas. Drop cloth covers, etc., are to be used to shield furniture and office equipment, etc., from dust and debris. Appropriate danger warnings like safety signs, barricades, and tape must be placed and maintained by Successful Bidder where necessary, at Successful Bidder’s sole expense.
- 1.33 Successful Bidder’s failure to comply with any condition set forth in this Contract shall constitute just cause for cancellation of the Contract and shall entitle Monroe County to withhold payments deemed by Monroe County to be reasonable and necessary.
- 1.34 Monroe County may terminate its agreement with Successful Bidder at any time and for any reason, upon not less than thirty (30) days written notice. If Monroe County terminates its agreement with Successful Bidder, Monroe County will have no liability to Successful Bidder except for unpaid charges for services rendered and equipment properly installed and configured to Monroe County’s satisfaction through the date of termination.
- 1.35 The normal County work day is from 8:00 a.m. to 4:30 p.m. Monday through Friday and for certain offices from 8:00 a.m. to 12:00 p.m. on Wednesdays and Saturdays.
- 1.35.1 The County shall make reasonable efforts to accommodate Successful Bidder schedules.
- 1.35.2 If Successful Bidder is in the midst of a job step that, if interrupted, would require significant time to wind down and restart the next work day, the County will attempt to make reasonable effort to extend access by a reasonable period depending upon available County resources to properly oversee the area/s where the work is taking place.
- 1.35.3 Successful Bidder shall provide notice of need for an extended shift as soon as it is aware, but in no event less than one hour before normal workday ends for the day such accommodation is requested. The parties shall establish projected work schedules during project meetings following award. All scheduling is subject to department head approval.
- 1.36 Neither party will be liable for failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, labor shortage or dispute, governmental act or failure of any third-party service or network, provided that the delayed party (a) gives the other party prompt notice of such cause and (b) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

- 1.37 No decision on the part of either party to overlook, partially exercise or otherwise not exercise its rights or privileges granted to it under this Contract shall be interpreted as a waiver thereof. A waiver of rights shall be effective only if in writing and signed by both parties. Neither party's decision, on occasion, to overlook any right or privilege shall be interpreted as a waiver of that or any other right or privilege for any other occasion(s).
- 1.38 Notification of intent to award shall be made by Monroe County's issuance of a purchase order to Successful Bidder and/or a written "Notice to Proceed."
- 1.39 Successful Bidder shall provide progress reports to Monroe County on a weekly basis. Such reports must be clearly worded and professionally formatted.
- 1.40 Upon receipt of legible and accurate monthly invoices in the proper amounts, payment shall be made, net thirty (30), by Monroe County.
- 1.41 Failure on the part of the Successful Bidder to comply with any condition set forth in this Contract shall constitute just cause for cancellation of the Contract and shall entitle Monroe County to withhold payments deemed by Monroe County in its sole discretion to be reasonable and necessary.
- 1.42 The parties agree that Articles 1.2, 1.9, 1.10, 1.11, 1.13, 1.34, 1.42, and 1.43 shall survive completion, expiration, termination, or cancellation of this Agreement and/or any extensions hereof.
- 1.43 Should any portion/s of this Agreement or attachments hereto, be found invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid or unenforceable provision mutually acceptable provision/s consistent with the parties' original intent.
- 1.44 Monroe County desires the flexibility to adjust service mix throughout the life of the agreement. Monthly charges shall be adjusted to accurately reflect only costs for active accounts in service. Bidders must clearly describe any minimum term and/or annual revenue commitments (MARC) or like requirements included in its proposal (including Bidder levied penalties associated with failing to meet such Bidder imposed contract requirements).
- 1.45 The County desires that any services added during the term of the agreement or any extension thereof be billed at the same rates as like existing services that were activated at initial cut-over and that all such services be coterminous with the all other services taken/activated at contract initiation. If this is not the case, Bidders are requested to describe terms and early termination fees associated with services added within the then current term of the contract.

ARTICLE 2
LOCAL, TOLL, AND TOLL FREE TELEPHONE SERVICE

Bidders' responses to this Invitation to Bid (ITB) to provide Telephone Service for Monroe County employees, elected officials, appointed officials, and County authorized affiliates must meet or exceed the specifications herein. In this document, the term "cutover" shall be understood as the date that circuits have been successfully tested, accepted by the County, numbers ported where required and begins passing live County traffic. Successful Bidder shall coordinate cutover activities with the County's Director of Information Technology and or assigns including CPE providers.

2.1 Initial orders service shall serve the following locations. Other sites may be added at Monroe County's sole option pursuant to the terms of the Contract between the parties. For reference purposes (service and/or facility availability research), one existing copper business line has been shown to assist in reviewing facilities availability at each location.

J.P. Kennedy Building

103 College Street South,
Madisonville, TN 37354
Reference Business Line: (423) 442-8053

Monroe County Election Commission

401 Main St. P.O. Box 397
Madisonville, TN 37354
Reference Business Line: (423) 442-9432

Monroe County Highway Department/Garage

5262 New Highway 68,
Madisonville, TN 37354
Reference Business Line: (423) 442-9468

Monroe County Court House

105 College Street South,
Madisonville, TN 37354
Reference Business Line: (423) 442-7279

Monroe County Sessions Court

310 Tellico Street South, Suite 1,
Madisonville, TN 37354
Reference Business Line: (423) 442-9432

Monroe County Sheriff Department

319 Hickory St,
Madisonville, TN 37354
Reference Business Line: (423) 442-4306

2.2 The above locations are served by twenty-six (26) published/main lines with twenty six (26) additional lines in hunt. Current configuration does not group all lines/talk paths into a single group of 52; rather they are divided by department into several smaller groups of from one to four. Following cutover, with few exceptions, all voice lines have access to all talk paths. In addition the sites are served by 17 fax lines. Plans call for voice lines to be moved to PRI circuits and fax lines to remain to be provisioned as POTS lines.

2.3 Successful Bidder/Carrier shall provide all labor, professional services, materials, and equipment necessary to the proper design, installation, and ongoing maintenance of fully functional Telephone Services of each type called for herein. Additional network specifics shall be discussed during the pre-bid conference.

2.4 To ensure timely processing or repair and work orders, Bidders must provide clear and concise descriptions of the procedures County is to use in reporting troubles and scheduling move/add/change work. The descriptions must include escalation procedures and persons with names, titles, telephone numbers, fax (if applicable), mobile telephone numbers and e-mail addresses. County and Successful Bidder will establish final procedures before award.

2.5 Successful Bidder must operate a Network Operations Center (NOC) and toll free help line on a continuous (7 day-a-week x 24 hour-a-day x 365 day a year) basis to (a) monitor network operations, detect and correct disturbances (remotely if possible – and if not, dispatch the work force necessary to perform such corrective maintenance in the field) and (b) to provide

the County with a point of contact for reporting problems and seeking technical assistance. Such assistance shall include but may not necessarily be limited to:

- 2.5.1 Help with circuit configuration (e.g. settings needed to properly configure Customer Provided Equipment (CPE)).
 - 2.5.2 Help with troubleshooting any occurrences that degrade but do not disable the circuit.
 - 2.5.3 Help with circuits that have failed/virtually failed (e.g. one or more characteristics have become so out of tolerance as to render one or more supported services unusable – inaudible voice, failure to properly connect and/or release, failure to ring, etc.).
 - 2.5.4 During any service affecting trouble, Successful Bidder is to provide the County with repair status updates until the trouble is cleared.
 - 2.5.5 It is desired that Bidders provide the County with a browser accessible maintenance portal/tool that County IT staff can use in daily monitoring and maintenance of circuit operation and traffic management. Successful Bidder shall provide Administrator training for three (3) County personnel to be completed no later than one (1) week prior to service cutover.
- 2.6 All Successful Bidder provided goods and services must fully comply with applicable federal, State, and local laws, codes, and prevailing industry standards.
- 2.7 **Regarding copper business lines**, the County plans to deploy legacy (POTS) business lines for FAX, Alarm, Business Continuity, Small Office, and like purposes.
- 2.7.1 For Alarm and other low usage purposes the County plans to use measured (1-MR) or similar low cost lines.
 - 2.7.2 For FAX, Business Continuity, Small Office and similar purposes the County plans to use non-measured (1-FB) or similar circuits. The typical line will support standard “loop-start” 2500 type devices and interfaces and shall deliver inbound Caller ID. Optional features that may be requested may include but not be limited to the below. (Check those supported and indicate whether the feature is standard or is requires additional cost).

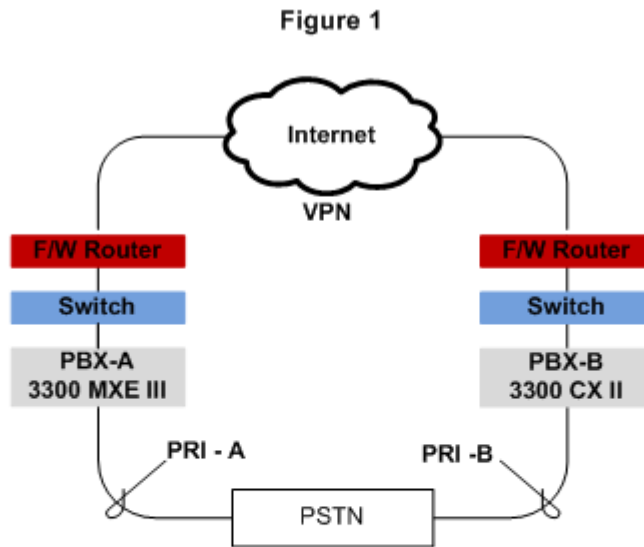
Feature

Additional Cost

| | |
|--|-------|
| Hunting <input type="checkbox"/> | _____ |
| Forward All <input type="checkbox"/> | _____ |
| Forward Busy <input type="checkbox"/> | _____ |
| Forward No Answer <input type="checkbox"/> | _____ |
| Hold (<i>Hook Switch Flash</i>) <input type="checkbox"/> | _____ |
| Transfer (<i>Hook Switch Flash</i>) <input type="checkbox"/> | _____ |
| Three Party Conference (<i>Hook Switch Flash</i>) <input type="checkbox"/> | _____ |
| Voice Mail <input type="checkbox"/> | _____ |
| Other <input type="checkbox"/> (<i>Specify</i>) | _____ |
| Feature Bundle <input type="checkbox"/> (<i>Specify Features Included Below</i>) | _____ |

2.8 **Regarding Primary Rate ISDN (PRI) lines**, the County plans to use (PRI) service for incoming and outgoing calls to/from its PBX systems. The typical PRI will include (a) transport, (b) one (1) “D” channel (National ISDN 2), and (c) up to 23 “B” Channels configured to support incoming, outgoing and/or both way traffic as specified by the County at time of order placement. Features that may be requested may include but not be limited to the below. (Check those supported – indicate whether the feature is standard or is requires additional cost). At installation, the County expects to use the routing scheme illustrated in Figure 1 below.

| Feature | Additional Cost |
|---|------------------------|
| Incoming Calling Line ID <input type="checkbox"/> | _____ |
| Trunk Groups (<i>B-Channel Allocation – if specified by department/telephone number</i>) <input type="checkbox"/> | _____ |
| B-Channel Transfer <input type="checkbox"/> | _____ |
| Route Advance (Trunk Group – PRI) <input type="checkbox"/> | _____ |
| Other <input type="checkbox"/> (<i>Specify</i>) | _____ |



1. Calls destined for PBX-A will first route to PRI A. If PRI-A is full or unavailable up to 15 calls shall route advance to PRI B where they will be extended to PBX-A through PBX-B via the Monroe County VPN.
2. Calls destined for PBX-B will first route to PRI B. If PRI-B is full or unavailable up to 8 calls shall route advance to PRI-A where they will be extended to PBX-B through PBX-A via the Monroe County VPN.

2.9 In the space provided below, Bidders shall provide the number of days required (following its receipt of notice to proceed) to complete installation of PRI service at the below sites. It shall also provide typical delivery intervals associated with its delivery of POTS service.

Fully functional PRI Delivery (J.P. Kennedy): _____ Days

Fully functional PRI Delivery (Sheriff’s Department): _____ Days

Fully functional Business Line (New Copper Service): _____ Days

- 2.10 **Regarding remote offices served from JPK or Sheriff's Department PBX's**, the County plans to deploy VoIP handsets at remote offices via its VPN. To support E911 and VPN failure, the County will use POTS lines at the remote sites as configured in its CPE.
- 2.10.1 For E911, such lines shall show the remote office address/es where Successful Bidder will have terminated them.
- 2.10.2 For business continuity, the County desires to be able to redirect (on the fly) calls to selected published telephone numbers normally routed through its PRI circuits to designated POTS lines described herein.
- 2.11 **Regarding Long Distance and Toll Free (800, etc.) Service**, Successful Bidder must be capable of delivering long distance service to any/all POTS, PRI, and/or SIP circuits/lines it provides to the County.
- 2.11.1 Bidders must describe methods it employs in billing long distance service. Such may include but not necessarily be limited to (a) shared pools of minutes across all Successful Bidder provided lines (with overage fees for minutes used above the minutes included in the County selected pool), (b) call-by-call, (c) other.
- 2.11.2 Bidders must describe units of measure it uses in billing long distance traffic. Such may include but not necessarily be limited to seconds, tenths of a minute, half minutes, or whole minutes and shall describe differences in costs for Local Toll (intraLATA) Service, and Long Distance Toll (interLATA) Service. To illustrate the true and accurate outcome of Bidders rates and costing method, Bidders shall cost the list of calls provided in Attachment C.
- 2.11.3 Bidder must describe how its costs international calls, and must describe its ability to block all international calling or some portion thereof by country-code and city code.
- 2.11.4 Successful Bidder must also assist the County and/or its CPE vendor with identifying potentially problematic dial codes that appear to be legitimate U.S. areas but are not. Such might include but are not necessarily limited to 246, 264, 268, 284, 441, 473, 473, 649, 664, 784, 809, 829, 849, 868, 876, etc.
- 2.11.5 In addition to all usage based charges (cost per minute, etc.), Bidders must provide non-usage based "per-line" charges for toll free lines/numbers (e.g. \$5.00 per month for each 800, 877, number, etc.).
- 2.11.6 Bidder must describe its billing hierarchy/layout for Long Distance and Toll Free services. The County desires to have call detail grouped (sorted by call origination date and time) and summarized and sorted by beneath their affiliated departments which, in-turn are summarized and totaled to provide toll charges due. Toll free lines should also be affiliated with their respective departments in the County's long distance billing hierarchy.
- 2.12 The PRI Circuits associated with this ITB shall terminate in County's new IP PBX, a Mitel 3300 serving the sites listed in Article 2.1. The CPE project manager will work with Successful Bidder to coordinate porting of lines from the County's current carrier/s to Successful Bidder. Successful Bidder shall be provided with necessary letter/s of agency (LOA).
- 2.13 In addition to legacy PRI service, Bidders may also propose SIP with PRI handoff. If offering such an optional SIP-PRI alternative, Bidder shall include a summary of pros and cons associated with SIP-PRI vs. Legacy PRI.

ARTICLE 3
BIDDER COST/PROPOSAL

Responses must be submitted in the form of firm, fixed offers to allow determination of finite unit prices for the initial and subsequent periods of any Contract awarded as a result of this ITB. Bidder's offer shall remain valid for sixty (60) calendar days from date this Bid is opened and if accepted for the duration of the Contract or any extension thereof.

- 3.1 Bidder, in compliance with Monroe County's Invitation to Bid for the design, provision, installation, and maintenance of Local, Long Distance Intra/Interstate/International, and Toll Free Telephone Services has examined all plans and specifications and being familiar with all conditions surrounding the project including availability of materials and labor, hereby proposes to furnish all labor, professional services, materials and supplies, and to design, install and, maintain the system/s in accordance with the Contract Documents within the time frame and at the prices stated herein. Such prices include all costs of every sport associated with performing the work required under the Contract Documents of which this ITB is a part.
- 3.2 Responses shall include all costs, services, and equipment necessary for performance of the Contract even though not included in the Articles themselves. Optional items must be bid separately, and must include general descriptions and lists of all equipment proposed.
- 3.3 Excepting adjustments made necessary by verifiable unforeseen factors such as increases in cost of raw materials (e.g. copper), no increases in rates charged to Monroe County by Successful Bidder/s during any twelve-month period (*such first period beginning at contract initiation*) may in total exceed the lesser of 5% of base rates for that contract year or the cumulative changes (within that year) in the Consumer Price Index (CPI) (all Items U.S. City Average) issued from time to time by the Bureau of Labor Statistics of the United States Department of Labor or any successor agency that shall issue such CPI.
- 3.4 To facilitate continuing service with Successful Bidder for the goods and services called for herein for a period of up to five (5) years; Monroe County reserves the right but not the obligation to:
 - 3.4.1 Extend its initial agreement of one (1) year with Successful Bidder, by up to four (4) additional, one year renewable terms.
 - 3.4.2 At any time within or prior to the commencement of a "term," extend its commitment with Successful Bidder, by a term of greater duration (e.g. twenty-four, thirty-six months, etc.). In the event of its election of such longer term, the County shall receive the benefit of discounting associated with such election and shall be charged no penalty, fees, or service charges of any sort to effect such change. The County shall be liable only for service charges at the greater rate for only the months the service actually operated under the shorter term commitment.
- 3.5 All prices are to be provided in a manner that will allow County to determine true and accurate one-time and recurring costs for each service bid.

3.6 Bidder/s' Total Cost to Monroe County for each line item provided on the table below, must include all costs of every sort necessary to the proper design, provision, installation, and ongoing operation of the Telephone Services called for herein.

| <u>Service/Cost Element (Each)</u> | <u>Monthly Amount Bid/Contract Term</u> | | |
|---|---|-----------------|-------------------|
| | <u>One Year</u> | <u>Two Year</u> | <u>Three Year</u> |
| Business Line - Local Non-Measured (1FB) | | | |
| Inside Wire maintenance | | | |
| Federal Universal Service Fee | | | |
| Federal/Interstate/Subscriber Line Access Fee | | | |
| State Regulatory/Inspection Fee | | | |
| Other (Specify) | | | |
| E-(911) | | | |
| One-time (Installation) | | | |
| Business Line - Measured (1MB) | | | |
| Usage | | | |
| Inside Wire maintenance | | | |
| Federal Universal Service Fee | | | |
| Federal/Interstate/Subscriber Line Access Fee | | | |
| State Regulatory/Inspection Fee | | | |
| Other (Specify) | | | |
| E-(911) | | | |
| One-time (Installation) | | | |
| Legacy PRI Service | | | |
| Transport + D Channel | | | |
| Cost Per B Channel | | | |
| Federal Universal Service Fee | | | |
| Federal/Interstate/Subscriber Line Access Fee | | | |
| State Regulatory/Inspection Fee | | | |
| Other (Specify) | | | |
| E-(911) | | | |
| Cost Per DID | | | |
| One-time (Installation) | | | |
| SIP with PRI Handoff | | | |
| Transport | | | |
| Cost Per B Channel | | | |
| Federal Universal Service Fee | | | |
| Federal/Interstate/Subscriber Line Access Fee | | | |
| State Regulatory/Inspection Fee | | | |
| Other (Specify) | | | |
| E-(911) | | | |
| Cost Per DID | | | |
| One-time (Installation) | | | |

Long Distance

(Cost Calls found in Attachment C)

Federal Universal Service Fee

Federal/Interstate/Subscriber Line Access Fee

State Regulatory/Inspection Fee

Other (Specify)

E-(911)

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

3.7 By its execution, Monroe County and Bidder acknowledge that this agreement is subject to no terms or conditions of any pre-existing contract between Bidder and Monroe County; and that it shall remain the sole, non-regulatory document governing all activity related to initial communications service/s installation and ongoing operation. It shall further govern all future Monroe County purchases of additional such goods and/or services from Bidder. It shall become effective upon mutual agreement as indicated by affixing appropriate signatures below.

Bidder

Monroe County

| |
|----------------------|
| _____ |
| Authorized Signature |
| _____ |
| Typed Name |
| _____ |
| Title |
| _____ |
| Date |

| |
|----------------------|
| _____ |
| Authorized Signature |
| _____ |
| Typed Name |
| _____ |
| Title |
| _____ |
| Date |