City of Murfreesboro



Request for Competitive Sealed Proposals

(RFCSP)

for

Primary Rate Interface (PRI) and/or Copper Line Phone Service

ISSUE DATE:

August 14, 2017

RESPONSE DUE DATE:

September 1, 2017

1. Introduction

The City of Murfreesboro, Tennessee is issuing a Request for Competitive Sealed Proposals (RFCSP) from qualified vendors for phone service through either Primary Rate Interface (PRI) channels or copper lines to multiple City office locations.

2. <u>Competitive Sealed Proposal Process and Schedule</u>

The Competitive-Sealed-Proposal method is appropriate when qualifications and experience are of particular importance and price is one of several factors used to determine the best service provider. This method requires each participant to submit a proposal based on certain specified elements with knowledge of the factors used to evaluate the proposal and their relative weight. Those interested in participating in the selection process are afforded the opportunity to pose questions in writing about the RFCSP and services sought before submitting a proposal. After the sealed proposals have been submitted and reviewed, the City may obtain additional information or clarifications including additional "best and final offers" from participants, prior to making its final selection, provided that information from one proposer is not disclosed to another. The City will select a responsible and responsive proposer whose proposal is determined to be most advantageous to the City taking into consideration the evaluation factors.

2.1 Schedule

The City intends to adhere to the schedule below for the selection process. Dates may be adjusted by City as needed.

Activity	Target Date
RFCSP Issued	August 14, 2017
Submittal of questions	August 21, 2017
Answers to questions	August 25, 2017
Proposals submitted	September 1, 2017
Finalist(s) notified	September 11, 2017
Negotiation of contract	September 25, 2017
City Council action	October 5, 2017

2.2 Evaluation Criteria

Each proposal will be evaluated based on the criteria listed in Section 8.

2.3 Finalist Selection

The City intends to select one or more finalists from the RFCSP responses. Finalists then will be allowed to submit revisions to their proposal to make a last and best final offer. Additional discovery may be performed to assist in selecting the finalist.

The finalist will be selected based on all of the evaluation criteria so that the City obtains the best product for an appropriate fee.

3. Contact Information

Please submit/forward all questions and matters relating to Purchasing Director Paul Boyer. He may be reached at (615) 849-2629 or by email at: pboyer@murfreesborotn.gov. Questions should be submitted in writing via email. Any changes to this RFCSP or its Schedule will be posted by the City to Vendor Registry: https://www.vendorregistry.com

4. Background

The City of Murfreesboro, Tennessee is a municipality that currently employs 928 full-time and 329 part-time employees. Multiple City departments are interested in utilizing PRI and/or copper line phone service as a replacement for existing POTS lines.

The list of potential locations along with existing number of lines and phone numbers are included with this document. For POTS lines that will be replaced, numbers in the "Digital \$ (port)" and the "Analog # (port)" should be ported from the current service provider to the original location listed unless otherwise specified. For lines listed as "Secondary #", it will not be necessary to retain the phone number, but the provider shall provide an equal quantity of lines per location.

5. Product Requested/Specifications

Service vendor shall own and maintain all lines from the demarcation point in each City location back to their central office.

The City requires that proposals include the following information:

Recurring Charges

- PRI and analog line Monthly Recurring Costs
- PRI EUCL Monthly Recurring Charges
- Recurring Charges for DID Blocks of Numbers
- Trunk Group Overflow Costs
- Any additional monthly recurring charges not previously mentioned but imposed or collected by the bidder.

Installation Charges

- PRI Installation Charges
- LNP Charges to Port Existing numbers if necessary

Toll Services

It is the City's intention to purchase long distance and toll services for these PRI trunks on the same agreement. In addition, the proposal must include pricing for the following toll service:

- Local Measured Service for Zone 1 and Zone 2
- Local Measured Service for Zone 3
- Switched Long Distance for the following:

IntraLATA

IntraState

InterState

Canada

International Plan

Operator Services

Dedicated Long Distance for the following:

IntraLATA
IntraState
InterState
Canada
International Plan
Operator Services

- 411 Information Services
- If rates vary by time of day, that should be listed on the RFP response as well.

The City will evaluate the bid packages on the total cost of acquisition, as well as monthly recurring costs to provide the most economical service to the City. This includes but is not limited to installation charges, all costs incurred as a result of changing carriers, including but not limited to personnel costs included in preparation and cut over, technical support charges from telephone system installer, cabling, and extension of circuits to telephone equipment. Proposals should include an estimated time table for installing new circuits.

As telephone services are mission critical to the operation of this City, the City will also evaluate potential carriers on the basis of performance with other customers. The successful bidder should have experience providing services to a city government or other government entities. The City reserves the right to disqualify a bidder based on these references. References: Please provide three (3) references of government agencies whom you've provided similar services. Include company name, contact name, address, and phone number.

To facilitate this review, the vendor must provide outage information for the last two years (July 1, 2015 – June 30, 2017). The information should include frequency, duration and service response times.

6. <u>City Terms and Conditions</u>

It is important for each Proposer to become familiar with each paragraph within this section, as these paragraphs will prevail in the event of any discrepancies or differences between project related or contractual documents.

The Proposer must clearly and specifically detail all exceptions to the Terms and Conditions imposed in this section in the transmittal letter that will accompany its RFCSP response.

6.1 **Standards**

Proposer must affirm that under its employment policies, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Proposer will be required to certify and warrant that it will comply with this policy.

Proposer understands that it shall be a breach of City's ethical standards policies for any person to offer, give, or agree to give to any City employee or former employee, or for any

City employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, evaluation, recommendation, preparation of any part of a requirement or request, influencing the content this RFCSP, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to this RFCSP or any contract or subcontract resulting therefrom.

A breach of these ethical standards may result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor for any City contract.

6.2 Warranties

Proposer warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed and as outlined in Section 5.

6.3 *Indemnification*

The Proposer shall indemnify the City and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the City arising from any operations, acts or omissions of Proposer related to the work. Proposer's indemnification shall also encompass any and all financial damages to City resulting from the activities and responsibilities of the Proposer, Proposer's employees, and subcontractors.

6.4 Terms for Payment

Payment for services delivered will be thirty (30) days from the date of the invoice.

6.5 Assignment

The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all if its rights, title or interest therein, without prior written consent of the City. Such consent by the City shall not relieve the assignor of liability in the event of default by the assignee.

6.6 Insurance

The successful Proposer shall maintain at least the following commercial insurance policies for the duration of the Contract in the amounts specified:

- Workers' compensation and employer's liability insurance Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
- Comprehensive general liability insurance insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Technology errors and omissions insurance with minimum coverage of \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance policy shall include, at a minimum, coverage for data breach, data loss, and expense reimbursement. In addition, proposer must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

 Third-party fidelity insurance of at least \$1,000,000 per claim and \$2,000,000 aggregate

The selected Proposer must provide City with the required insurance certificates and endorsements naming the City as an additional insured on the liability coverages prior to contract execution.

6.7 Scope of Insurance and Special Hazards

The insurance required under the preceding paragraphs shall provide adequate protection for the successful Proposer and any sub-contractors against damage claims that may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the successful Proposer.

6.8 Governing Law and Venue

The contract will be governed by the laws of the State of Tennessee. Venue for any action shall be in the applicable court for Rutherford County, Tennessee.

6.9 Compliance with Laws

The Proposer's contract shall comply with applicable federal, state, and local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.

6.10 Compliance with Iran Divestment Act

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to Tennessee Code Annotated §12-12-106.

7. Guidelines for this Request for Competitive Sealed Proposals Process

7.1 Basis for Proposals

Only information supplied by the City in writing should be used in the preparation of a proposal. Oral and other interpretations or clarifications shall not be binding. Proposers must acknowledge any subsequently issued addenda by signing and including such documents in the proposal.

7.2 Proposer Terms and Conditions

The Proposer must submit a complete set of any additional terms and conditions that it proposes to have included in contract negotiations with the City with its proposal. City will not accept any contract term limiting Proposer's liability to the amount of the contract. Additionally, the Proposer must submit with its proposal any and all documents/agreements/standard terms and conditions City must sign pertaining to the proposed services.

7.3 Disclosure of Proposals

As a matter of state law, each Proposer's RFCSP response in its entirety will become a public record after completion of the selection process. The content of any proposal will not be disclosed to other Proposers during the selection process.

7.4 Late Proposals

Proposals must be received at the specified location on or before the published proposal due date and time. Any proposal received after the time and date set for receipt of proposals will be late and, at the discretion of City, may not be considered.

7.5 Signing of Proposals

The submission and signature of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFCSP and therefore must be signed by a representative with the authority to do so.

7.6 Cost of Proposal

This RFCSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under the RFCSP. All costs directly or indirectly related to responding to this RFCSP (including all costs incurred in supplementary documentation or on-site interviews) until contract execution will be borne by the Proposer.

7.7 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Proposer promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal, directly or indirectly, through any contact with City Council members or City employees between the release of this RFCSP and award of contract by City and that there will be no collusion and no conflict of interest.

7.8 Ownership of Proposals

All documents submitted in response to this RFCSP shall become the property of City.

7.9 Disqualification or Rejection of Proposals

Proposers may be disqualified for any of the following reasons:

- There is reason to believe that collusion exists between or among two or more Proposers;
- The Proposer is in arrears on an existing City contract or has defaulted on a previous City contract:
- The Proposer lacks financial stability;
- The Proposer has failed to perform under a previous or current City contract;
- The Proposer has failed to adhere to one or more of the provisions established in this RFCSP;
- The Proposer has failed to submit its proposal in the format specified herein;
- The Proposer has failed to submit its proposal on or before the deadline established herein; or
- The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process.

7.10 Right to Waive Irregularities

Proposals shall be considered irregular if they show any omissions, alterations of form, additions, conditions not called for, or irregularities of any kind.

The City reserves the right to waive irregularities. The City also reserves the right to waive any mandatory requirement provided that all proposals failed to meet the same mandatory requirement, and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of City.

7.11 Withdrawal of Proposals

Proposals may be withdrawn by written notice if received by the City prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person and the Proposer signs a receipt for the proposal, but only if the withdrawal is made by a person clearly authorized to do so prior to the exact hour and date set for the receipt of proposals.

7.12 <u>Amendment of Proposals</u>

A Proposer must submit any amended proposal before the deadline for receipt of proposals. Such amended proposal must be a complete replacement of a previously submitted response and must be clearly identified as such in the transmittal letter. City will not merge, collate, or assemble proposal materials.

7.13 Proposal as Firm Offer

Responses to this RFCSP, including cost, will be considered firm for one hundred twenty (120) days after the due date for receipt of response or receipt of the last best and final offer submitted. All proposals must include a statement to that effect.

7.14 Exceptions to RFCSP Specifications

It is extremely important that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of City's specifications must be clearly identified as such together with reasons for taking exception, and inserted into the proposal response. If the Proposer does not make clear that an exception is being taken, City will assume the proposal response is responding to and will meet the specification as written.

However, the City does not anticipate approving any exceptions to the specifications state herein.

Where the Proposer does not agree with City's terms and conditions (including without limitation those set forth in Section 6 of this RFCSP), the proposal must enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording. Any minimum terms that City will have to agree to in order to enter into a contract with the Proposer and any item the Proposer considers to be a mandatory term must be submitted with the RFCSP response.

7.15 Consideration of Proposals

Discussions may be conducted with responsible Proposers for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing Proposers. Until the City awards the contract, it reserves the right to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of City.

7.16 Termination

The City reserves the right to cancel this RFCSP at any time. City reserves the right to reject any or all proposals submitted in response to this RFCSP.

7.17 Taxes

Proposer will be responsible for the payment of any applicable tax on the services it will provide. Proposers will include in its fee proposal all applicable local, City, state, and federal taxes.

7.18 Award of Contract

The City reserves the right to withhold final action on the RFCSP for a reasonable time, not to exceed one hundred and twenty (120) days after the date of submitting proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Proposer. The award of the contract, if an award is made, will be to the most responsible and responsive Proposer whose proposal meets the requirements and criteria set forth in the Request for Competitive Sealed Proposals and whose contract terms are acceptable to City. City reserves the right to abandon, without obligation to the Proposer, any part of the project, or the entire project, at any time before the successful Proposer begins any work authorized by City.

The award of the contract shall not become effective until the contract has been executed by the successful Proposer and City.

7.19 Appeal Process

Each Proposer shall be notified of the Proposer selected for recommendation to the City Council before the proposed City Council action. A protest by an aggrieved Proposer who is not selected will be heard by the City Council if filed with the City Council, through the City Recorder, within seven (7) days after the intended award is announced. Any issue raised by the protesting party after the seven day period shall not be considered as part of the protest. The City Council may stay an award due to a pending protest without financial or other obligation to the Proposer recommended to the Council. The City Council may, by resolution, adopt rules and procedures applicable to protests.

7.20 Execution of Contract

The City shall authorize award of the contract to the successful Proposer. City will require the successful Proposer to sign the necessary documents entering into the required contract with City within ten (10) days of receipt and to provide the necessary evidence of insurance as required under the contract.

No contract for this project may be signed by City without the authorization of the City Council. No contract shall be binding on City until it has been approved as to form by the City Attorney, and approved and executed by the Mayor or designee.

7.21 Interviews and Presentations

If deemed necessary to fully understand and compare the proposer's capabilities, the City may request presentations by proposers with possible subsequent interviews. Oral presentations may be time-limited. Presentations may include but not be limited to demonstrations of end-user reporting, ad-hoc or (other) report writing and uploading of files.

7.22 Auditable Records

The successful proposer must be prepared to maintain accounts and records in connection with its performance of services for City as reasonably required. The proposer must afford City agents or auditors reasonable facilities and access for the examination and audit of the successful proposer records pertaining to its performance under its contract with City. The records may be examined at any reasonable time during the term and for a period of one year following the completion of work under any contract. Upon request by the City, winning proposer shall be able to produce and exhibit all such records as requested. Records must be available within an office environment located not more than a 45 minutes' drive from the City's local office or the reasonable expenses incurred to access the records must be borne by successful proposer.

7.23 Miscellaneous

The City reserves the right to cancel this RFP and contract under a separate process. The selected proposer will be required to contract with the City and all contract terms are subject to negotiations after the selection is made. The City may contract with any other proposer without renewing the RFP in the event the City and selected proposer are unable to mutually agree upon a contract for the desired services. Nothing herein may be taken as a commitment by the City upon which any proposer may act in reliance. All costs incurred in preparing a response are to be borne solely by each proposer.

7.24 Compliance With Iran Divestment Act

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to §12-12-106."

NOTE: All responses are subject to public disclosure in accordance with the Tennessee Open Records Law. In the event a proposer desires to share proprietary or confidential information, arrangements must be made with the City prior to disclosure of that information to any person or agent of the City.

8. Criteria Used To Evaluate Proposals

Criteria:	Description:	Weight:
Experience	Vendor's experience in providing similar service to other entities	20%
Product	Service features including, but not limited, to: (a) expected uptime; and (b)outage frequency, duration and response times.	20%
Installation	Requirements and time table for installation	20%
Cost	Installation and recurring monthly costs	40%

9. RFCSP Requirements and Format

Please use the following format to structure your RFCSP response. Your response should include each section detailed below in the order presented. The detail represents the items that are to be covered in each section of your response. Failure to follow the directions or to address all items will impact the evaluation. Failure to address a significant portion of the items may classify the response as non-responsive and preclude it from further consideration. The number of pages in the RFCSP response cannot exceed 20 pages. Appendices will not be counted as part of the 20 page limit. Resumes and marketing material may be included and will not be counted towards the 20 page limit; however this

information <u>must be in the appendix.</u> All materials must fit into a single binder. Please supply five hard copies and one electronic copies.

Cover with Table of Contents

Proposal

- 1) Proposer Profile: The Proposer will provide a description of its organization.
- 2) Qualifications: Proposer's qualifications to provide the items requested that will also address the evaluative criteria.
- 3) Experience: Please describe your organization's experience in providing similar products. Identify and briefly describe any pending criminal or civil suits brought against the Proposer, or suits which have resulted in an adverse judgment or settlement within the past five (5) years, arising out of Proposer's inability to complete similar projects.
- **4)** References: Please provide references for at least three organizations for whom Proposer is or has provided similar products. Identify any public sector experience in Tennessee.
- **5)** Scheduling: Provide a tentative strategy for commissioning of structures and timeline for delivery or a description of how such strategies and timeline would be developed if the Proposer is selected.

Fee Proposal

The City is interested in receiving a fee proposal which reflects the existing expertise of the Proposer and its ability to deliver the requested phone services at a reasonable cost. The City requires each Proposer submit an all-inclusive flat fee for the requested services.

Submittal

All Proposals should be delivered to the Purchasing Department, City of Murfreesboro, 111 West Vine Street, Murfreesboro, TN 37130; Attn: PRI Local and Long Distance Phone Service.

All Proposals must be submitted in a sealed envelope clearly labeled "PRI - Local and Long Distance Phone Service Proposal". All Proposals must be delivered by 3:00 p.m. local time on Sep 01, 2017.

REFERENCE LISTING FORM

<u>List a minimum of 3 references (other than the City of Murfreesboro) for similar projects and contracts, preferably governmental, which you have completed within the past 5 years.</u>

1 CUSTOMER NAME:		
ADDRESS:		
TELEPHONE: () EMAIL:		
CONTACT NAME:		
DATE OF COMPLETION OF PROJECT:		
CONTRACT AMOUNT: \$		
2 CUSTOMER NAME:		
ADDRESS:		
TELEPHONE: () EMAIL:		
CONTACT NAME:		
DATE OF COMPLETION OF PROJECT: CONTRAT AMOUNT: \$		
CONTRAT AMOUNT. \$		
3 CUSTOMER NAME:		
ADDRESS:		
TELEPHONE: (EMAIL:		
CONTACT NAME: DATE OF COMPLETION OF PROJECT:		
CONTRACT AMOUNT: \$		
CONTINUEDINI: U		
My company has been in this type of business for years		
State Business License Number:		
Evniron		
Expires:		

BIDDER AFFIDAVIT ON COMPLIANCE WITH DRUG-FREE WORKPLACE ACT AND CERTIFICATE

Bidder, after being first duly sworn, affirms that it has a Drug-Free Workplace Program that complies with Tennessee Code Annotated, Title 50, Chapter 9, in effect at the time of submission of its bid, at least to the extent required of governmental entities. Bidder affirms that:

- 1. it has received a Certificate of Compliance with the applicable sections of the Drug-Free Workplace Act from the Department of Labor and Workforce Development and has attached a copy of such certificate to this Affidavit; or,
- it operates a drug and alcohol testing program at least as stringent as the City of Murfreesboro's drug and alcohol testing program as contained in Sections 3005, 3006, and 3023 of the City of Murfreesboro <u>Employee Handbook</u> and shall, upon request, provide documentation of such program to the City.

Name of Bidder
Printed Name and Title of Principal Officer
Signature by Principal Officer

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of) : County of)				
	, being first duly sworn, deposes and says that;			
(1)	The undersigned is the (owner, partner, officer, representative, or agent) of, the bidder submitting the attached bid.			
(2)	Bidder is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.			
(3)	Such bid is genuine and is not a collusive or sham bid.			
(4)	Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price or unlawful agreement any advantage against the City of Murfreesboro or any person interested in the proposed contract;			
(5)	The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agent, representatives, owners, employees, or parties in interest, including this affidavit.			
	(Signed)			
	(Title)			

IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each certifies, and in the case of a joint bid each part organization, under penalty of perjury, that to the each bidder is not a person included within the 106.	by thereto certifies as to its own are best of its knowledge and belief that
Signature:	Date:
Title:	

****SIGN AND SUBMIT WITH BID PACKAGE***

Sealed Response Envelope Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the ITB submittal. The label will facilitate the City Manager's Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

9	SEALED QUOTE ENCLOSED
	Company Name:
	Company Address:
	Company Telephone Number: City of Murfreesboro Attn: City Managers' Office Purchasing Department 111 West Vine Street Murfreesboro, TN 37130
	Solicitation No: RFCSP-03-2018 Solicitation Title: PRI and/or Copper Line Phone Service Solicitation Due Date & Time (CST): 09/01/2017 - 3:00 PM