

BID SPECIFICATIONS SERVICE CONTRACT FOR

Cellular/Data Phone Service

AND/OR

Local and Long Distance Phone Service

HARDEMAN COUNTY SCHOOL DISTRICT

General: Hardeman County School District is requesting bid proposals under the E-Rate category of "Telecommunications". Initially, an approved contract should cover the period between July 1, 2012 and June 30, 2013, with the possibility of one or more extensions. Purchases are dependent upon E-Rate assistance, Director of Schools approval of the contract, and final approval by individual end users. Depending on the response and final approval of the Director of Schools, an approved contract may cover up to 5 years. Qualified contractors are requested to furnish install and maintain cellular services, and/or local and long distance phone service for Hardeman County Schools referenced in this Request For Proposal. Vendors may identify their responses for individual schools with the school system in the case of cellular and data phone services. For local and long distance phone service, responses must be addressed for the entire school district. . If awarded, the Contract(s) resulting from this Request For Proposal shall be executed by the individual school and Local Governments, if response is for cellular and data services, or in the case of local and long distance phone service, executed by the school district and Local Governments, and may be for a period of up to five (5) years, and/or include the possibility of one or more extensions. It is the desire of the schools listed in the attachment to solicit proposals for these services to properly comply with the FCC rules to obtain E-rate discounts during the 2012-2013 program year. In the case of cellular and data phone service, each school within the District will individually determine which vendor they will select. In the case of local and long distance phone service, the school district will determine which vendor will be selected. The purpose of this consolidated solicitation is to receive the same information so that Hardeman County schools can review and allow vendors to indicate which services and geographic areas they can cover. Therefore, it is important that the vendor attach a geographic map that includes clear detail that defines the type of service available in each coverage area.

Bidding Instructions/Deadline: Bidders must clearly and independently identify all fees associated with their services including items such as maintenance, insurance, and any optional/extended services. Questions regarding bid specifications or requirements should be directed to Mrs. M. Johnson, Coordinator of IT (Phone: 731-658-3228). Bids should be clearly identified on the outside of a sealed envelope as "Bid-Cellular Services – Hardeman County Schools", or "Bid – Local/Long Distance Services – Hardeman County Schools" ATTN: Willie Spencer/M. Johnson, and received no later than 10:00 a.m. central standard time, on March 14, 2012 at the following address:

**The County Mayor's Office
100 N. Main, P.O. Box 250
Bolivar, Tennessee 38008
Attention Willie Spencer/M. Johnson**

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VENDOR REQUIREMENTS/TERMS OF CONTRACT:

1. **PUBLIC CHAPTER 587.** Vendors are required to comply with Tennessee Code Annotated, Section 49-5-413 enacted on September 1, 2007, which states that all employees who will have access to the grounds of a school must supply verification documentation for each employee that a background check has been performed by Tennessee Bureau of Investigation and the Federal Bureau of Investigation, prior to access to the school.
2. **BID BOND/PERFORMANCE BOND** Proposal must be accompanied by a **10% Bid Bond**. The 10% Bid Bond will be held from the selected Vendor as a guarantee of performance. ***Any bid submitted without these Bonds will be rejected.***
3. **FINANCIAL RESPONSIBILITY:** Any expenses incurred in preparation of proposals to this RFP, including bid bonds or performance bonds, are the sole financial responsibility of the vendor.
4. **CONTRACTORS LICENSE** Vendors are required to have a contractor's license from the State of Tennessee if any network cabling is involved in this bid. A copy of contractor's license should be enclosed and the contractor's license number must be listed on bid envelope. Any work that will be subcontracted should be clearly marked in the bid. A copy of the contractor's license for all subcontractors is also required and should be enclosed and listed on the bid envelope. The vendor is responsible for any fees and/or costs incurred by all subcontracted work. The vendor is also responsible for correcting any sub par work performed by the subcontractor at the expense of the vendor. The Contractor shall be responsible for all licenses, fees, and permits required for performance of the contract resulting from this Request For Proposal. All work to be performed under this contract shall be provided at times convenient to the school system. Maintenance and installations may only be performed at times which do not interfere with daily operations of the school system and provided with no interruption of phone services.

TENNESSEE CONTRACTOR LICENSE NUMBER-_____

*****Any bid submitted without contractor's license number a will be rejected.*****

5. **Terms and Conditions of Contract** Contract(s) resulting from this RFP shall be subject to the terms and conditions set forthwith.. Hardeman County Schools will **individually negotiate** and execute contracts with awarded vendors. Proposers should submit a sample contract with their response. This contract is expected to provide the proposer's standard terms and conditions, and may be modified by a consortium member prior to signing. It is expected to include a matrix of the offerings so that each school may simply insert the quantity of items to be included for each type of service. It is helpful, although not a requirement, for a proposer to submit a proposed contract form prior to the submission of its final proposal with pricing. This will allow time for school and library systems to examine the vendor's contract form and offer any needed modifications and facilitate signing once proposals have been received. Contract(s) resulting from this RFP shall be subject to e-rate funding and commitment from the Schools and Library Division and subject to approval of 2012-2013 budget processes by the school systems' and library boards. The term of the contract will vary by school system, may be valid for 5-years, with the possibility of one or more extensions, but in every case, the contract(s) may be terminated by the school system or library (without cause) upon 30 day written notice to the contractor. In that event, the Contractor shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date. The local government entity is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable local and State laws, charters, private acts, codes, rules, policies and regulations.
 - a. **Modification and Amendment.** This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State local government agency officials in accordance with applicable local and State laws, charters, private acts, codes, rules, policies and regulations.
 - b. **Termination for Cause.** If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the local government entity shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

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- c. **Subcontracting/Assignment**--consent required. The provisions of this contract shall insure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for rights to money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the local government entity. Any assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF: Accounting Department, Hardeman County Board of Education, 10815 Old Highway 64, Bolivar, TN 38008

If such subcontracts are approved by the local government entity, they shall contain at a minimum, sections of this Contract pertaining to Conflicts of Interest and Nondiscrimination (Sections f and g).

- d. **Conflicts of Interest/Contingent Fees/Gratuities and Kickbacks**. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the local government entity as wages, compensation, or gift in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a contract with the local government entity upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, of for any 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, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specifications or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for any ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under local government entity contracts.
- e. **Nondiscrimination**. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor, including promotion, demotion, employment, dismissal, or laying off of any individual, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- f. **Records**. The Contractor shall maintain documentation for all charges against the local government entity under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the local government entity, or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- g. **Monitoring**. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by local government entity or its duly appointed representatives.
- h. **Progress Reports**. The Contractor shall submit brief, periodic, progress reports to the local government entity as requested.
- i. **Strict Performance**. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenants, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

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- j. **Independent Contractor/Insurance/Taxes.** The parties hereto, in the performance of this Contract, shall be acting in their individual capacities and not as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph. During the term of this Contract, Contractor shall maintain errors and omissions liability insurance with limits not less than one million dollars (\$1,000,000.00). A certificate of insurance, in a form satisfactory to the local government entity, evidencing said coverage shall be provided to the local government agency prior to commencement of performance of this Contract. Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate. *****Any bid submitted without a certificate of insurance will be rejected.*****
- k. **Liability.** The local government entity shall have no liability except as specifically provided in this Contract.
- l. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the local government entity as well as its officers, agents, and employees from and against: (a) any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Contractor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and (b) any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. In the event of any such suit or claim, the Contractor shall give the local government entity immediate notice thereof and shall provide all assistance required by the local government entity in its defense. The local government entity will not indemnify, defend or hold harmless in any fashion the Contractor for any claims, regardless of any language in any attachment or other document that the Contractor may provide. Contractor shall pay the local government entity any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
- m. **State and Federal Compliance.** The Contractor shall comply with all applicable local, State and Federal laws and regulations in the performance of this Contract.
- n. **Governing Laws/Venue/Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this agreement shall be maintained in the courts of the county of the local government entity in the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States, which are located within the State of Tennessee in actions that may arise under this Contract.
- o. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- p. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other term and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

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5. **TECHNICAL SUPPORT/VENDOR OFFICE OR TECHNICIANS** Vendors are required to have an office or representatives that are located within a 120 miles radius of Hardeman Co. Schools. This will insure that the vendors will be able to provide the needed service in a timely manner. Vendor must provide an 800 line for technical support at no additional charge to the school system during the warranty period if out of the local calling area.
OFFICE OR TECHNICIANS ADDRESS-_____
TOLL FREE TECHNICAL SUPPORT NUMBER-_____

6. **E-RATE AUTHORIZED SPIN NUMBER** Vendors are required to have an authorized E-RATE Spin Number From USAC. This will allow Hardeman Co. Schools. Schools to purchase products with the E-Rate discount in the future.

E-RATE SPIN NUMBER-_____
*****Any bid submitted without ERATE spin number a will be rejected.*****

7. **CLIENT/REFERENCE LIST** Vendor must provide a list of School References (Min. of 5) where networks and computers, or if this bid is for local/long distance and/or Cellular service, where cell phone service has been established. (List Contact Name and Cellular Number, preferably within the State of Tennessee.)
*****Any bid submitted without a client reference list will be rejected.*****

8. **FINANCIAL STABILITY** Vendor must be willing to provide financial statements and bank references if required to show financial stability to a school system.

9. Expenses incurred in preparation of proposals in response to this RFP, to include bid assurance, are the sole responsibility of the vendor.

9. **CODES, STANDARDS, AND REGULATIONS** All FCC regulations governing Wireless Telecommunications must be followed. All network/telecommunication cabling must comply with applicable Tennessee building and fire codes. All electrical codes, standards and guidelines govern the installation practices and materials used. The minimum standards will meet ANSI/TIA/EIA-568, 569, 570, 598, 606, 607, 758, TIA/EIA TSB-67, 72, 75. Other considerations concerning 802.11 deployment must be met, which including IEEE 802.11i, IEEE 802.11e, Wi-Fi certification, WMM certification, IEEE 802.11a, IEEE 802.11.b, IEEE 802.11g., IEEE 802.11n, IEEE 802.11i, Layer-3 mobility, and IEEE 802.3af.

10. **PRICE PROTECTION** All prices must be F.O.B. to Hardeman Co. Schools. Prices quoted must be good for one year from the date of award. Vendor must deliver, setup, install, and test every system on the network. Delivery and installation of these systems into the network must be completed within 45 days of obtaining the purchase order. **Vendor must provide on-site services after the warranty period.** If network cabling is involved, the warranty provided must be a minimum of 3 year from installation date.

11. **RIGHT TO REJECT PROPOSALS** Hardeman Co. School System reserves the right to reject any or all proposals, to waive technicalities or informality and to accept any proposal deemed to be in the best interest of the county.

12. **RIGHT TO PURCHASE SELECTED ITEMS ON BID** Hardeman Co. School System reserves the right to purchase selected items on this bid. If funds to purchase entire bid are not available, Hardeman Co. School System may purchase selected items at this time and the balance within the next school year.

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13. Specifications for Cellular and Data Service, or Local and Long Distance Service

A) **Scope:** School systems seek proposals from qualified vendors to provide Cellular and Data Service, or Local and Long Distance Service in accordance with the following specifications. Historically, school systems have acquired local and long distance service from the incumbent local exchange carrier (ILEC). Local and Long Distance Service is considered in this document to represent the NPA-NNX in accordance to standard industry specifications. Cellular service has been determined by each school/purchasing agent within the school district. The number of lines required for local and long distance is 67 with the possible expansion of 5 more. Then number of existing cellular phone lines is 20 with the possible expansion of 8 new ones.

B) **Requirements:** It is the intent of individual school and library systems to evaluate cost-effective solutions based on features, functionality, implementation difficulties, as well as cost. Proposers must describe their solution for how the existing local numbers would be used or would have to be changed to support any change in service. Vendors must clearly state if existing numbers can be retained. If number portability is available, vendors must describe fully what is needed from the school systems in order to support implementation of their choice to keep existing numbers intact. If numbers must be changed, vendors must submit an implementation plan which addresses new number reservation procedures, recorded announcement intercept treatment for old numbers, and coordination of responsibility for changes in white, blue and yellow pages directory listings.

C) State whether the proposed service is a “reseller”, “facilities based business”, or both. If both, state the quantity based percentage of each service provided.

D) Describe the geographic location, manufacturer and model for each proposed switch.

E) Identify the type of transport, if applicable, used in each service area (i.e., fiber, coax, etc.)

F) Identify all types of local service offered. The list should include, two-way trunks, one-way trunks, ESSX or Centrex stations, and hunting. The following items may be provided in a matrix to readily see the experience of the proposer, the capabilities of each type of local service, the limitations, and the geographic area covered. For each type of service, list the number of customers proposer has and the quantity of services. Identify any tariff references that are applicable.

G) Submit a geographic map that includes clear detail that defines the type of service available in each coverage area. School and library matrix should also indicate what is offered for each school or library. Preference will be granted to service coverage of the entire district. District travel will generally occur in Middle and East Tennessee also. Include service area plans covering those areas as well.

H) List all optional features by geographic location that are available with the type of local service (i.e., call forwarding, call conferencing, caller ID, etc.)

I) Identify all limitations that exist relative to the termination of local and long distance/cellular service in any type of telecommunications equipment or communication device (i.e., fax machines, modems, specific PBX equipment, ACD equipment, etc.) Clearly define the geographic locations where the limitations are to be considered.

J) Identify any and all customer provided equipment that may be required to complete the termination of local cellular service, and/or local and long distance service..

K) Identify any costs associated with adding and/or deleting cellular/local handsets, as the district or school increases or decreases usage under this contract.

L) Identify any requirements that may exist relative to defining where, on customer premise, the local cellular/local and long distance service line will terminate (point of demarcation). Will the proposer extend the demarcation point? If so, identify the costs involved.

M) Identify your maintenance procedures on local cellular/local and long distance service. Define the process for reporting service problems on a 7 day x 24-hour basis. Define whether maintenance is provided on a 7 day x 24-hour basis.

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- N) If the proposer is a reseller of local cellular/local and long distance service, proposer will detail current and proposed procedures relative to the resolution of problems between them and the facilities based provider. The proposer will be responsible for problem resolution with the penalty of no payment for services while any and all problems are unresolved.
- O) Proposers will provide information on schedules for installation of all local service offerings. Describe by service offering the timeframes required to complete the installation.
- P) Proposers will submit a sample copy of a customer bill for local service. At a minimum, billing will be done on a per line basis providing the local service or cellular number and the address at which it terminates (including zip code). It will also contain the customer name and customer code, a list of any individual numbers billed with the master number, all options listed individually and one-time charges listed individually, clearly detailing individual charges.
- Q) Billings will be available in hard copy and is desirable to be provided electronically. Vendor will provide a summary statement of services on a monthly basis. Billing must be able to be customized based on customer requirements and multiple cost centers. Billing must be able to be combined reflecting one bill for all services or aggregated by customer-specified units or divisions.
- R) Detail your transition plan from an existing provider to your proposed solution.
- S) Vendors will provide pricing elements for these services in the Cost section of this document. This listing of prices should be a simple catalog that can be used by a school or library system to determine what will be purchased.
- T) Several school systems have existing ESSX or Centrex service and therefore have special needs. (a) Provide explanation of how proposer's solution will interface to all types of premise equipment, including 1-A type switchboard, PBX and key systems of various manufacturers, standard cellular sets or standard handsets, uniform and automatic call distribution systems, voice mail, message/voice on-hold, fax and modems. (b) Explain number portability and any limitations for providing 4-digit dialing between locations on a school system wide basis, C) Explain trunk engineering to support 4-digit dialing and 7-digit dialing. D) Explain features, and detail cost of each feature in a cost matrix, including any mileage charges. E) Identify any limitations in configuring ESSX or Centrex stations as inward, outward and combination trunks in a PBX system or Key system, as well as stand-alone stations. F) Describe ratio of Network Access Registers to stations and links to support stations and whether there is any cost differential for various ratios. G) Describe any limitations when system-wide service must be served by multiple Central Offices.
- U) Detail data service plan that would allow for an all-in-one solution for Web browsing, wireless email, text messaging and phone calls. Equipment to be included should be a full keyboard, Bluetooth enabled devices, built-in microphone, and desktop software that will allow viewing of attachments in particular for the following formats: Microsoft Office, Adobe Acrobat, and HTML.
- V) Description of Hardeman County School District: There are 14 sites included in the following zip codes: 38008, 38039, 38044, 38052, 38381, 38075 Cell Phone users: 20-30. Local and Long Distance Phone Lines: 67 - 72

I agree to all of the above terms and guarantee to meet all said terms, unless otherwise noted, to the satisfaction of the school district.

Name _____ Title _____

Company _____

Signature _____ Date _____