

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Covington County Commission (sometimes herein referred to as the “Commission”) will receive bids in the Covington County Commission Office, 260 Hillcrest Drive, Andalusia, Alabama 36420, until October 15, 2024 at 2:00 P.M., Central Time, for the Telephone System. Bids will be opened October 15, 2024 at 2:00 P.M., Central Time, in the Covington County Commission Meeting Room, 260 Hillcrest Drive, Andalusia, Alabama 36420, and read aloud. Bids received after the October 15, 2024 at 2:00 P.M., Central Time, deadline will NOT be considered.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the Invitation to Bid package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this ITB in writing to Eric Jernigan, Covington County IT Director, 260 Hillcrest Drive, Andalusia, Alabama 36420, telephone number (334-428-2669), email address Eric.Jernigan@covcounty.com in sufficient time for reply before the submission date of the bids. The Commission cannot, and does not, guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the Bidder to contact Eric Jernigan, Covington County IT Director, 260 Hillcrest Drive, Andalusia, Alabama 36420, telephone number (334-428-2669), if a reply is not received.

The use of specific names and numbers as stated herein, or on the attached specifications is not intended to restrict the Bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, and/or equipment.

Contact initiated by a potential Bidder with the Commission or Covington County, Alabama (sometimes herein referred to as the “County”) will be only as specifically set out in this Invitation to Bid. Any other contact with the Commission or County, any Official or employee, initiated by a potential Bidder or Bidder regarding this Invitation to Bid, **between the date of this Invitation to Bid to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the Bidder initiating such other contact.

PREPARING THE BID

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the Commission regarding this ITB, unless otherwise indicated; said specifications shall be so considered by the Bidders. Accordingly, the Bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the service(s) and item(s) bid in accordance with the full and faithful intent, will be included in its bid response and incorporated in the work and services by the Bidder and at the Bidder's sole expense, the same as if indicated and specified herein.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this Invitation to Bid. The exceptions shall be labeled **EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Variations shall be treated likewise, i.e. shall be labeled **VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS**, and shall be attached to the front of the Bid Response Form. Additional features and/or capabilities not included in the specifications may be included in the bid.

All paragraphs of this ITB require a response as indicated by section headers and/or specific requests made within various paragraphs.

Each Bidder must prepare a written bid, either printed in ink or typed. The Bid Response Form must be an original; copies will not be accepted. All required documentation must be received in the sealed Bid Package. All pages of the response must be numbered. The ITB must be formatted consistent with the specific sections, and numbered paragraphs, and must respond to each on an individual basis. Failure to address any item may be interpreted as non-responsive. Bidders must respond to all paragraphs and submit the following:

- Letter of Transmittal, which includes a statement that identifies all materials and enclosures being furnished with the bid. The person who is authorized to contractually commit the Bidder's organization must sign the Letter of Transmittal.
- ITB Specification Responses
- Bid Response Form (Using the provided document found at the end of this ITB)
- Financing Agreement (as applicable)

An authorized representative of the Bidder must sign each ITB response. Additionally, the Bidder shall identify a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to requests for clarification, if any, and must provide the following:

Name:

Organization:

Address:

Email Address:

Office Telephone Number:

Cellular Telephone Number:

The ITB responses must be received as herein provided on or before the date and time shown on page 1 of the ITB documents. Responses not received at the stated location by this date and time will be automatically disqualified from consideration.

No bid may be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Commission.

The selected bidder will, by accepting this bid award, agree to the following: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The selected bidder must complete all necessary paperwork required by the State or County for verification of enrollment in the e-verify program to verify full compliance with the Immigration Reform and Control Act of 1986, as amended by Immigration Act of 1990 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended.

In addition to meeting or exceeding the requirements defined herein, the Selected Bidder, if any, will provide current specifications for all hardware and software, a full description of optional and standard features, and a list of at least two (2) contact agencies who have been using the proposed telephone system in a similar size environment as Covington County.

SUBMITTING THE BID

In the event that a Bidder is financing the product(s) through another entity other than itself, the financing entity must sign the Bid Response Form along with the Bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The Bidder and the financing entity will be held to, and they agree to be bound by the requirements stated in this Invitation to Bid. Any assignment of the financing agreement must be approved by the financing entity and the Commission. Failure to disclose the financing information and all conditions may disqualify the Bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope or package, “**Telephone System Bid** open October 15, 2024” and include in the envelope or package a statement that no bid is being submitted and the name, address, and telephone number of the entity that is not submitting a bid. The envelope will be opened in public, and it will be noted that the Bidder did not submit a bid.

Bids may be hand delivered or mailed, at any time prior to the bid opening date and time, to the Commission, 260 Hillcrest Drive, Andalusia, Alabama 36420. **Faxed or emailed proposals will not be accepted.** Neither the Commission nor the County guarantees, nor will guarantee, that bids sent by mail, courier, or other delivery services, will be received on or before the bid opening day and time as indicated. Bids received after the deadline **shall not** be accepted and shall be returned to the Bidder unopened. All bids received must be in a sealed envelope or package plainly marked on the outside of the envelope or package “**Telephone System Bid**, open October 15, 2024”. Bids submitted by express/overnight services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are encouraged and invited to attend the bid opening.

One (1) original and two (2) copies of the bid proposal must be returned by October 15, 2024 at 2:00 P.M., Central Time. Original bid must be clearly marked “Original” and contain all original signatures.

BID AWARD

The Commission will review all ITB responses to ensure compliance with the specifications and all other requirements. The provision of telephone services is considered a critical service element and the Selected Bidder's and its system's quality, performance, reliability, and security and safety of service in a government setting are of the highest priority to the Commission. Bidders may be excluded from further consideration for failure to satisfactorily comply with or respond to the specifications or requirements of the ITB.

The Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within sixty (60) days following the bid opening.

The Commission reserves the right to accept or reject any or all bids, or to waive any technicalities, informalities and irregularities in bids received whenever such rejection or waiver is in the interest of the County, solely at its discretion.

To ensure specified performance of the proposed System, the Commission reserves the right to require a finalist(s) demonstration/presentation of System. Bid award will be to the Bidder that is determined to be the most responsive, responsible lowest bidder with the ability to safely and securely provide the desired services in a governmental setting described in the ITB.

PURPOSE

The purpose of this Invitation to Bid ("ITB") is a solicitation by the Covington County Commission (sometimes herein referred to as the "Commission"), the governing body of Covington County, Alabama, (sometimes herein referred to as the "County") for bids from qualified bidders to provide telephone and support services to the Covington County Commission.

Equipment, products and services which are not specifically requested in this ITB that are necessary to provide the functional capabilities proposed, shall be furnished by the Selected Bidder and reflected in the Bidder's response.

The purpose of this ITB is to ensure a fully operational, flexible, secure, and reliable telephone system. The provision of telephone services is considered a critical service element and the system's quality, performance, and reliability are of the highest priority to the Commission.

DEFINITIONS

Bidder:	The vendor submitting a bid of the proposed equipment and services
Commission:	Covington County Commission
County:	Covington County, Alabama
Contractor:	The Bidder awarded the Contract
Subcontractor:	Vendor(s) hired by the Contractor
Selected Bidder/Contractor:	The Bidder awarded the Contract
System:	The telephone system
Related Services:	Support services

A. GENERAL REQUIREMENTS – Simple Response

Bidder must provide a complete response to each requirement in this Section A. General Requirements on the provided “**ITB Specification Response Cover Sheet.**” The following requirements are mandatory. Each bidder is required to provide a response of “Understand, Agree and Will Comply”, “Disagree”, and/or “Variation: [Must include a detailed explanation of why Bidder’s proposed response is a variation and how the proposed response meets or exceeds the requirement]”

See “**ITB Specification Response Cover Sheet**” for further instruction.

A.1. CONTACT BY POTENTIAL BIDDER

Contact initiated by a potential Bidder with the Commission or County will be only as specifically set out in this Invitation to Bid. Any other contact with the Commission or County, any Official or employee, initiated by a potential Bidder or Bidder regarding this Invitation to Bid, **between the date of this Invitation to Bid to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the Bidder or Potential Bidder initiating such other contact.

A.2. VENDOR INQUIRIES

If additions, deletions, modifications or clarifications to the ITB become necessary, the changes will be noted by written addendum to the potential Bidders. Nothing presented orally during Bidder inquiries will modify or alter the specifications. All inquiries concerning this ITB should be sent to:

Eric Jernigan, IT Director
c/o Covington County Commission
260 Hillcrest Drive
Andalusia, Alabama 36420
Phone: 334-428-2669
Email: Eric.Jernigan@covcounty.com

A.3. REGULATORY COMPLIANCE

The selected bidder, if any, shall remain in compliance with the Federal Communications Commission, Alabama Public Service Commission, any other regulatory body, as well as any applicable rulings, rules, executive orders, or laws throughout the term of the contract.

A.4. PERFORMANCE BOND

The Selected Bidder, if any, shall provide the Commission with a **\$25,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability of an initially Selected Bidder to provide a performance bond shall disqualify the Selected Bidder. The performance bond shall be required for the length of the contract, and any extensions of said Contract thereof.

A.5. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A.6. INSURANCE REQUIREMENT

The Selected Bidder shall take out and maintain, during the life of the contract, such Bodily Injury Liability and Property Damage Liability Insurance while performing work covered by the Bid from any and all claims for damages for bodily injury, including death, property damage, as well as any and all operations under the Contract, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by either. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.00. The Commission, County, and each of their officers, employees, servants, agents, and departments shall each be named as an additional insured.

A.7. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Selected Bidder shall not commence work under this contract until all the required insurance has been obtained, presented, and approved by the Commission. The Selected Bidder shall not allow any

Subcontractor to commence work on its subcontract until the insurance required of the Subcontractor has been so obtained and approved by the Commission.

A.8. COMPENSATION INSURANCE

The Contractor shall procure, and shall maintain during the life of this Contract, Workmen's Compensation Insurance for all of his/her/its employees to be engaged in work on the project under his/her/its contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate employer's general liability insurance for the protection of the employees not otherwise protected.

A.9. HOLD HARMLESS PROVISION

The Selected Bidder shall at all times indemnify and hold harmless the Commission, County, and each of their officers, employees, servants, agents, and departments, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work, if any, involved in the contract and services involved in the contract, and/or occurring from any cause whatsoever in the operation and/or use of the telephone system provided pursuant to this invitation to bid, and will at his/her/its expense defend on behalf of the Commission, the County, and each of their officers, employees, servants, agents, and departments, either or all, against any suit brought against them or any of them, arising from any such cause.

A.10. PRIME CONTRACTOR'S RESPONSIBILITIES

The Selected Bidder will assume responsibility for delivery of services and performance, regardless whether or not the Selected Bidder subcontracts any of these items listed in the ITB. The Selected Bidder will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Selected Bidder will be totally responsible for all obligations outlined under this ITB. The Selected Bidder cannot assign or otherwise convey the original contract without the permission of the Commission.

A.11. TIME OF COMPLETION

Work shall begin within thirty (30) days after award of contract unless otherwise notified by the Commission. Project must be completed within one hundred and twenty (120) days after work begins.

A.12. EQUIPMENT ACCEPTANCE

Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the System and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the Contractor.

A.13. CONTRACTUAL RELATIONSHIP

Nothing contained herein creates an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not an employee of the Commission, or the County, and that the Contractor's officers, employees, servants, and agents are neither the Commission's nor the County's employees for any or all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state and local revenue and taxation laws, state and local workers compensation laws, and state unemployment insurance laws. Except insofar as necessary to monitor compliance with the terms of the awarded Contract, the Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the Commission and the County.

Nothing herein shall be construed as creating any joint employment relationship between Contractor and the County, or between the Contractor and the Commission, and nothing herein shall be construed as creating any joint employment relationship of any person by the Contractor, and the Commission or County. Neither the Commission nor the County will be liable for any obligation incurred by the

Contractor, or any obligation incurred by the Contractor's officers, employees, servants, and/or agents, including, but not limited to unpaid minimum wages and/or overtime premiums. The Contractor is an Independent Contractor and, notwithstanding any other provisions of this contract, if awarded, it is agreed that neither the Commission nor the County is a partner or joint venture with the Contractor, and that neither the Commission nor County, shall be deemed or construed to be a partner of or joint venturer with the Contractor. Further, nothing contained herein create an employee/employer relationship between the Commission or County, and subcontractors or suppliers of the Contractor. However, bidding statements contained in the response of the Selected Bidder and the technical service requirements contained herein will become part of the Contract for the equipment, installation and services as herein provided.

A.14. Contract Term

The contract resulting from this ITB shall be for a period of one (1) year to begin on the date of bid award, with the option for up to two (2) one-year extensions by mutual agreement. At the end of the contract, or any extension thereof, the Selected Bidder agrees, if, and, as allowed by law, to provide service on a month-to-month basis until the Commission can procure a new Contract through the ITB process or other legally allowed procurement process.

A.15. Termination

The Commission may terminate the resulting contract in the event of a material breach by the Contractor. The Commission will give a seven (7) day written notice of the breach. If the specified breach is not corrected by the Contractor within the seven (7) days, the Commission will have the right to terminate the contract without further notice.

A.16. Licensing, Certification, and Other Statutory Requirements

It is the responsibility of the Selected Bidder to meet and obey all applicable Federal, state, and local licensing and certification requirements. This will be done at the Selected Bidder's expense, with no expense to the Commission or the County. All applicable Federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to this contract throughout the term thereof and terms thereof if and as extended, and is deemed incorporated into the contract, if awarded.

A.17. Installation/Disconnection

The Commission will unilaterally determine the locations as well as the need for future installations. The Selected Bidder will be responsible for all costs associated with the installation throughout the term of the Contract.

A.18. Present Telephone Service

The County's current phone system is a Shortel on-prem system with approximately 174 user's phones and voicemails, and 1 conference room phone. The system has reached the end of life and support is no longer offered.

The system currently has approximately 12 workgroups, 14 hunt groups, and 2 Auto-Attendants.

The system currently has approximately 23 existing fax lines.

The system is currently connected via fiber to multiple buildings with separate addresses.

A.19. Bidder Qualifications

All Bidders shall be in compliance with all applicable Federal, State, County, and municipal laws, regulations, resolutions and ordinances, including, without limitation, all certifications, licenses, and permits, per Code of Alabama 1975, as amended, (sometimes herein referred to as the "Code") Sections 10-2B-15.01, *et seq.* (concerning out-of-state corporations doing business within Alabama), Sections 34-8-1, *et seq.* (concerning general contractor licensing for businesses which construct or superintend the construction of any building, highway, sewer, grading or any improvement of structure costing \$50,000.00 or more), Sections 40-12-1, *et seq.* (concerning licenses), Sections 40-14A-1, *et seq.* (concerning taxation of corporations conducting business in the State of Alabama), and Sections 40-23-1, *et seq.* (addressing sales and use tax); provided, the Bidder is not exempted from the above mentioned Code sections elsewhere in the Code. All Bidders shall timely submit evidence or documentation establishing that they are presently licensed and permitted under any applicable Code sections, suitable to, and upon request by, the Commission. Such evidence or documentation may be submitted with the bid. Should performance of what is proposed to be furnished by the Bidder require a General Contractor's License, the Bidder shall print or type Bidder's General Contractor License Number on the outside of the envelope or package

containing the Bidder's bid, and print or type the Bidder's General Contractor License Number on the Bidder's Bid Response Form.

Selected Bidder shall timely provide proof of certification of authority, and any required registration, to transact business in the State of Alabama, obtained from the Secretary of State, all as provided for in Sections 10-2B-15.01 *et seq.* and 10-8A-101, *et seq.*, Code of Alabama 1975, as amended, in order to perform work for the Commission. Out-of-state Bidder's Registration Number shall be provided on the Bid Response Form. The telephone number for the Corporate Division of the Secretary of State of the State of Alabama is (334) 242-5324.

B. GENERAL REQUIREMENTS – Detailed Response

Bidder must provide a complete response to each requirement in this Section B. General Requirements – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

B.1. Litigation

Provide a list of all past, present and pending legal claims, initiated against Bidder (or Bidder’s parent company or subsidiary) during the past five (5) years in which the Bidder is, or has been involved as a defendant, and the status or outcome of such claims. Bidder must include litigation to which the parent company, predecessor company or subsidiary is or was a party, regardless of which name the litigation was styled.

B.2. Patents & Copyrights

The Selected Bidder, if any, will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright.

- a. Bidders are required to list, with detail, any and all patents and/or copyright litigation in which they, a parent or subsidiary, have been, or are currently a party to in the past five (5) years. Bidders are to include all litigation whether involved as plaintiff or defendant.
- b. Please supply patent information for proposed equipment or software, where applicable.

B.3. Subcontractors

If any part of the work is or will be subcontracted, the Contractor must provide the name and address of the subcontractor(s) within its bid response. All subcontracted work and each subcontractor performing subcontracted work will be bound by the same terms as contained in the contract. The Contractor will be held responsible for all work performed by the subcontractor. All persons employed by the Contractor or subcontractor, who the Contractor or a subcontractor want to have perform work on county property, may be required to submit to a background investigation before being allowed to enter certain county properties.

B.4. Debarment or Disqualification

Provide a list of any situation in which Bidder's proposal was disqualified or Bidder was debarred from participating in a public bid or RFP process within the past five (5) years. Please include a copy of the order, decision and/or notification issued by the organization or agency that made the disqualification decision.

B.5. References

Bidder must provide a list of at least two (2) current and past customers that the Commission may contact. IT IS NOT ACCEPTABLE TO RESPOND THAT BIDDER'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION. Bidders are advised that references will be contacted without further consent or approval of the Bidder.

C. SPECIFICATIONS – SIMPLE RESPONSE

Bidder must provide a complete response to each requirement in this Section C. Specifications – Simple Responses on the provided “**ITB Specification Response Cover Sheet**.” The following requirements are mandatory. Each bidder is required to provide a response of “Understand, Agree and Will Comply”, “Disagree”, and/or “Variation: [Must include a detailed explanation of why Bidder’s proposed response is a variation and how the proposed response meets or exceeds the requirement]”

See “**ITB Specification Response Cover Sheet**” for further instruction.

C.1. General

- a. Telephone system must be Hosted or Cloud-Based VoIP system, no on-premises based PBX.
- b. Telephone system must be VoIP telephone system, not Digital.
- c. Telephone system must have the option to port over all the existing numbers, approximately 140 numbers.
- d. All telephones must be Power Over Ethernet (POE) capable.
- e. All telephones must be able to support a 1G connection and supply internet through the phone to the user’s PC.
- f. Telephone system shall provide the capability of forwarding trunk or internal calls to another station/external phone number to satisfy the following conditions:
 1. Calls to an Unattended Station
 2. Calls to a Busy Station
 3. All calls to a Station
 4. Must be able to differentiate between internal and external calls
- g. Sequential and/or non-sequential number hunting shall be available for all stations.
- h. Telephone system must be able to use our existing extensions on new phones.
- i. Telephone system must be able to perform 4-digit extension dialing.
- j. Telephone system must be able to support existing fax analog lines and provide the option for a fax to email service.
- k. Telephone system should provide easy access for the individual users to access their Caller ID history.
- l. Telephone system must support Automated Attendant Functionality.

- m. Telephone system must support pre-recorded Holiday Greetings to automatically take effect on the day established.
- n. Telephone system must be equipped to support voice mailboxes for all user extensions.
- o. Telephone system must provide mailboxes that are password protected for all user extensions.
- p. Telephone system must provide a tutorial that assists new subscribers with mailbox setup.
- q. Telephone system must provide a message waiting light notification of waiting messages in the office.
- r. Telephone system must include the ability to send voicemail messages to email for users that require that functionality.
- s. Telephone system must have the option to record certain user extensions.
- t. Telephone system must have an option to have integration with another system to provide a mass notification system to all user extensions.

D. SPECIFICATIONS – Detailed Response

Bidder must provide a complete response to each requirement in this Section D. Specifications – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

D.1 Background

Provide the following background information:

Company Name	
Corporate Headquarters Address	
DUNS Number	
Type of Entity (i.e. Corporation, LLC, Joint Venture, Sole Proprietor). List state of formation.	
Ownership structure (privately held or publicly traded)	
Date Company was Founded	
Number of Years providing telephone systems under the current name	
List all name changes and ownership changes involving the company since it was formed	
List name of parent company or holding company	
List any pending sale or acquisition. If none, confirm whether or not company is currently for sale.	

D.2. Detailed Specifications

- a. Provide details on how a directory can be setup on the proposed system.
- b. Provide details on PC software that allows users call control from their PCs.
- c. Provide details to explain if the County's IT Department will have access to the PBX to make necessary changes without having to contact the Selected Bidder.
- d. Provide details on whether a self-install option is available.
- e. Provide details on the installation schedule/timeframe.

D.3. Standard Terms and Conditions

Each Bidder should provide a copy of the terms and conditions of its standard Contract.

D.4. System Repair

Bidder must describe its plans to provide for a local repair service that is acceptable to the Commission. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed and provided equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed within 72 hours of report to the Selected Bidder by the Commission. In the event of a 50% or greater systems failure, the Selected Bidder must respond within 4 hours of report by the Commission and have the System operational within 24 hours, unless the Commission agrees to an extension. Bidder will provide the Commission with a toll-free, 24 hour per day, 365 days per year, 366 days per year in leap years, telephone number to report repair or maintenance problems. On-site intervention by Commission staff or for re-boot is not a preferred System, and the System should not require on-site intervention for re-boot. The System must not require replacement fuses, batteries, and other peripheral hardware by Commission staff or with additional charges to the Commission or County.

E. Implementation and Training – Detailed Response

Bidder must provide a complete response to each requirement in this Section E. Implementation and Training – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder’s response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

E.1. Implementation

Each Bidder shall provide a detailed plan respecting all aspects of the System implementation process, including System production, installation, acceptance, and training.

The Commission will provide a single point of contact for the Selected Bidder during the installation phase of the contract and Selected Bidder shall do the same. The Selected Bidder will cooperate fully with any reasonable scheduling requirements issued by the Commission. The Selected Bidder will be responsible for keeping the Commission informed of the Selected Bidder’s progress at all times. All software, hardware and other equipment as proposed must be installed and fully operational per manufacturer’s specifications for such equipment within one hundred twenty (120) days after bid award.

E.2. Training

The Selected Bidder must provide training to make the Commission and its personnel familiar with the operation of the telephone system at no extra cost to the Commission or the County. This training should be coordinated as part of the overall implementation plan. Each Bidder must describe its training philosophy and provide its detailed training plan in response to this section.

F. Maintenance, Repair, Replacement and Ongoing Support - Detailed Response

Bidder must provide a complete response to each requirement in this Section F. Maintenance, Repair, Replacement and Ongoing Support – Detailed Response. The following requirements are mandatory. Any proposed variations from the stated requirements must include a detailed explanation of why Bidder's response is a variation and an explanation of how the Bidder believes that its proposed response meets or exceeds the requirement.

F.1. Maintenance Support

Bidder must provide twenty-four (24) hour per day telephone access with local or toll free number for full maintenance support for all telephones, stations and instruments or devices provided under this Contract and will be responsible for providing coordination of repairs on local Intra LATA, and Inter LATA services. Bidder must comply initially as well as in future years with all applicable state and Federal regulatory changes without cost to the Commission, or the County. Any and all repairs, maintenance, and replacement must be performed at the Bidder's expense during the term of the contract, and extensions, thereof, if any. A record of downtime by telephone, station and instrument or device must be retained as to the frequency, type and duration.

F.2. Maintenance and Replacement Response

Each Bidder must submit a detailed response plan and escalation procedure for out of service situations. However, at a minimum, if installed telephones or stations are out of service in the County, Selected Bidder must respond within four (4) hours and provide continuing status updates until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple telephones or System access, should receive response within less than twenty four (24) hours.

F.3. Maintenance Force Experience

Each Bidder must designate in the Bidder's bid response whether maintenance is to be provided by Bidder's personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three years of experience in the maintenance and repair of telephones.

G. Cost Proposal

The cost proposal shall be provided in a **separate sealed envelope**. References to specific rates, fees, charges or similar shall not be included in the Technical proposal.

G.1. Cost Proposal

Please ensure that you read each specification in this ITB very carefully. The cost proposal shall include any and all costs, fees, rates, charges, or similar for the Telephone System, including system and equipment installation, maintenance and support services, as described herein.

If Bidder has indicated a variation from any required specification, Bidder shall ensure that the fiscal impact of the variation is noted in the cost proposal.

Bid Response Form – Telephone System

Date: _____

Company Name: _____

Address: _____

Authorized Company Representative: _____

(Name Typed or Printed)

Point of Contact: _____

Phone: _____ Fax: _____ Cell: _____

Out of State: Yes _____ No _____ If yes, provide Registration Number: _____

Will you be financing through another entity or agency beside yourself? Yes _____ No _____

If yes, attach a copy of the financing agreement and all conditions to this response form.

Financing Entity or Agency Authorized Signature

All required documentation must be attached to the Bid Response Form.

SUMMARY OF COST PROPOSAL

Costs, fees, rates, charges or similar for Telephone System: _____

Installation Time: _____

Signature of Bidder or Authorized Representative of Bidder

OUR COMPANY CHOOSES TO SUBMIT A **NO BID**

Signature of Bidder

ITB Specification Response Cover Sheet

Provide page numbers for where the following information is found within the bid response packet:

Letter of Transmittal _____

ITB Specification Cover Sheet _____

ITB Specification Response _____

Bid Response Form _____

Financing Agreement (as applicable) _____

Contact Person:

Name:

Organization:

Address:

Email Address:

Office Telephone Number:

Cellular Telephone Number:

The following summary sheet is **required** as part of the Bidder’s completed response packet. Where indicated, please **mark with an “X”** from the following choices: “Understand, Agree and Will Comply”, “Disagree”, or “Variation*”. Incomplete summary sheets will be considered non-responsive and disregarded.

	Understand, Agree and Will Comply	Disagree	Variation* (*Must provide a detailed explanation of why Bidder’s response is a variation and how the proposed response meets or exceeds the requirement – attach separate sheets as needed, using numbered paragraphs)
A. GENERAL REQUIREMENTS – SIMPLE RESPONSES			
A.1. Contact by Potential Bidder			
A.2. Vendor Inquiries			
A.3. Regulatory Compliance			
A.4. Performance Bond			
A.5. Power of Attorney			
A.6. Insurance Requirement			
A.7. Contractors and Subcontractors Insurance			
A.8. Compensation Insurance			
A.9. Hold Harmless Provision			
A.10. Prime Contractor’s Responsibilities			
A.11. Time of Completion			
A.12. Equipment Acceptance			
A.13. Contractual Relationship			
A.14. Contract Term			
A.15. Termination			
A.16. Licensing, Certification and Other Statutory Requirements			
A.17. Installation/Disconnection			
A.18. Present Inmate Communication Service			
A.19. Bidder Qualifications			
B. GENERAL REQUIREMENTS – Detailed Response			

B.1. Litigation			
B.2. Patents & Copyrights			
B.3. Subcontractors			
B.4. Debarment or Disqualification			
B.5. References			
C. SPECIFICATIONS – Simple Response			
C.1. General			
C.1.a.			
C.1.b.			
C.1.c.			
C.1.d.			
C.1.e.			
C.1.f.			
C.1.g.			
C.1.h.			
C.1.i.			
C.1.j.			
C.1.k.			
C.1.l.			
C.1.m.			
C.1.n.			
C.1.o.			
C.1.p.			
C.1.q.			
C.1.r.			
C.1.s.			
C.1.t.			
D. Specifications - Detailed Response			
D.1. Background			
D.2. Detailed Specifications			
D.3. Standard Terms and Conditions			
D.4. System Repair			
E. Installation and Training – Detailed Response			
E.1. Implementation			
E.2. Training			
F. Maintenance, Repair, Replacement and Ongoing Support – Detailed Response			
F.1. Maintenance Support			
F.2. Maintenance and Replacement Response			

F.3. Maintenance Force
Experience

G. Cost Proposal – Detailed Response

G.1. Cost Proposal