



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 719-10

BID TITLE: Local Voice Telecom Services

BUYER: Walter B. LaRaus

BID TIME: 11:00 am

PHONE: 585/753-1121

BID DATE: August 23, 2010

BID SECURITY REQUIRED: No:
 Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
I	27	Local Voice Telecom Services PRI/DID/LD	395.81	\$ 384,727.32 Total
II		Pots Line & GS Trunk		\$ No Bid Total

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME XO Communications

SIGNED BY [Signature]

ADDRESS 370 Woodcliff
Suite 105
Fairport, NY 14450

PRINTED NAME Kevin O'Neil
TITLE NY Sales Manager

FEDERAL ID NO. _____

PHONE NO. 585-267-4427

E-MAIL ADDRESS Margaret.Sommers@xocom.com
Higgins@xocom.com

FAX NO. 585-249-0191

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):
Group I - PRI/DID/LD

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 10/27/10 to 9/30/13

Date: 10/27/10

BY: [Signature]
Dawn C. Staub, Purchasing Manager, Monroe County

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification and;
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: 20 Aug 2010

Yo Communications
[Print Name of Contractor]

By: [Signature]
[Signature]

Kevin O'Neill
[Print Name]

Sales Manager
[Print Title/Office]

VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.

TERMS AND CONDITIONS

BID ITEM: LOCAL VOICE TELECOM SERVICES

FOR: Monroe County Information Services

DEPARTMENT CONTACT: Steve DePaola, (585) 753-1856

DUPLICATE COPIES: PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF Monroe County intends to award a contract(s) to the lowest responsive and

AWARD: responsible bidder(s) based on the **TOTAL BY GROUP**. **Bidders must bid on all items in each group in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **September 30, 2013**, with the option to renew the contract up to two (2) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES: Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

BILLING PROCEDURE: All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

UNCONTEMPLATED PURCHASES: Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS: The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES: The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. **In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State.** Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION: The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability,

damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Multi Award.doc (8/03)

SPECIFICATIONS

Local Voice Telecom Services

**Including:
Bundled/Flat-Rate Primary Rate Interface (PRI)
Direct Inward Dialing (DID)
POTS Lines and Ground Start Trunks
Session Initiated Protocol (SIP) Trunks
Long Distance Toll Service
E911 Service**

FOR

Monroe County

**Issued By:
Monroe County Purchasing
39 W. Main St.
Rochester, New York 14614**

Table of Contents

I.	INTRODUCTION
I.1	BID OVERVIEW
I.2	TERM/SCOPE
I.3	MONROE COUNTY CURRENT IP/PBX SYSTEM OVERVIEW
I.4	FLAT RATE PRI SERVICE
I.5	SERVICE SELECTION
I.6	GLOSSARY OF TERMS
II.	ADMINISTRATIVE
II.1	PRICE STABILITY
II.2	SITE VISIT
II.3	BILLING OF SERVICES
II.4	TRAFFIC STUDY REPORTS
II.5	PROPOSAL RESPONSE FORMAT
II.6	CONTRACT
II.7	PROPOSAL EVALUATION
II.8	OTHER SERVICES
II.9	BIDDER'S RESPONSIBILITY
II.10	REMEDIAL MAINTENANCE
II.11	MAINTENANCE CREDIT FOR DOWNTIME
II.12	SYSTEM ALARM MONITORING and CUSTOMER NOTIFICATION
II.13	MAINTENANCE RESPONSIBILITY
II.14	LOCAL CUSTOMER SUPPORT CONTACT

III. TECHNICAL REQUIREMENTS

- III.1 POWER/UPS BACKUP (GROUP 1)
- III.2 FLAT-RATE PRIMARY RATE INTERFACE (PRI) CIRCUITS (GROUP 1)
- III.3 DIRECT INWARD DIALING (DID) NUMBERS (GROUP 1)
- III.4 TRUNK GROUP OVERFLOW (GROUP 1)
- III.5 REMOTE CALL FORWARDING (GROUP 1)
- III.6 E-911 SPECIAL REQUIREMENTS (GROUP 1)
- III.7 GUARANTEED INSTALLATION DELIVERY DATES (GROUP 1)
- III.8 POTS LINES and GROUND START TRUNKS (GROUP 2)
- III.9 SIP (Session Initiated Protocol) TRUNK SERVICE

ATTACHMENTS

Attachment A: MONROE COUNTY EXISTING PRI SERVICE SITES

(Bidders must respond to ALL of the following Attachments):

Attachment B: GROUP 1: PRI/DID/LD PRICING INFORMATION

Attachment C: GROUP 2: POTS LINE AND GROUND START TRUNK PRICING

Attachment D: OPTIONAL SIP TRUNK PRICING

Attachment E: OTHER FEATURES and SERVICES

Attachment F: LOCAL SUPPORT and REPAIR CENTER INFORMATION

I. INTRODUCTION

I.1 BID OVERVIEW

Monroe County, NY (the County) requests qualified *Incumbent* Local Exchange Carriers (ILEC) and/or *Competitive* Local Exchange Carriers (CLEC) to submit competitive pricing for installing and maintaining telephone network access circuits, delivering reliable voice service to several key Monroe County office locations. The awarded, payable ILEC/CLEC must service the County *directly* by their employees and not through sub-contractor(s). This contract will be used by the County to connect its Nortel IP/PBX telephone switching system to the Public Switched Telephone Network (PSTN). Connectivity shall be via Primary Rate Interface (PRI) circuits, POTS Lines and Ground Start Trunks per our requirements. Optionally, the County may utilize SIP Trunk connection(s) using pricing submitted in **Attachment D**.

This contract seeks to simplify and consolidate services and billing by "bundling" separately billed items.

The County will require *bundled* "flat-rate" service with each PRI circuit (or each 23 SIP voice channels) providing unlimited Local Measured Service and 5,000 (pooled) Domestic Long Distance (LD) minutes (see I.6 below) and to maintain reservation of existing DID number range (essentially the entire 753 exchange).

911 calls originating from Monroe County premises over PRI circuits must match the calling phone number to originating address via County-managed database in order to insure accurate E911 address information presented to local PSAP.

The County reserves the right to add, reduce, modify or otherwise change the quantities of services detailed in this bid, at its sole discretion, as necessary to meet the needs of the County, at any time over the term of the contract. There must be no penalty for early termination of individual circuits and/or DID number(s) and no minimum quantities or revenues for any service (no minimum usage guarantee or "MUG"). All services, regardless of when they were ordered during the duration of the contract must have a co-termination date, namely at the end of the third year or renewable terms after the contract was initially executed. Bidders should thereby be advised that circuit quantities listed in **Attachment A, B and C** are estimates for pricing only and not necessarily indicative of number of circuits ordered and maintained under this contract.

I.2 TERM/SCOPE

Bidders must propose 3 year pricing for Groups 1 (Bundled PRI Services) on Attachment B and Group 2 (POTS Lines and Ground Start Trunks) pricing on Attachment C. Bid award(s) will be based on these total costs and may be awarded to one or two local Telecom providers. Bidders must be able to deliver the quantities listed in Attachment A within the timeframe stated in section III.7. Award will be granted to successful bidder(s), solely on lowest pricing responses in Attachments B and C. The County agrees to order such services offered exclusively from successful bidder(s) during the entire contract term. Contract award will not be based on other pricing submitted in Attachments D and E.

I.3 MONROE COUNTY CURRENT IP/PBX SYSTEM OVERVIEW

The County utilizes a Nortel CS1000 IP/PBX telephone system that serves about 5000 lines. The system's "core" with a dual processor architecture residing in two different buildings, serves about one half of these lines; the remainder of sites are served by networked, survivable PBX systems. The current PSTN connections to these systems are DID enabled PRI circuits terminating at nine of our key sites. The systems are generally interconnected via County-owned fiber optic cable. The system utilizes a 4 digit dialing plan managed by Information Services. The majority of phone sets are digital display Caller ID enabled. The system is equipped with central Voice Mail and a Call Center server. The system supports major, publicized 24 hour programs such as Public Health and Child Protective hotlines, the Emergency Operations Center, etc. using a combination of Menu Trees and Call Centers.

This contract requires, at minimum:

Provisioning of all necessary hardware to County-specified "demarcation points"

Pre-service testing of all PRI circuits to specified CPE interface

After-hours circuit cutover technical availability at no extra cost

Number porting, remote call forwarding availability at no extra cost

All usage and reporting including long distance call detail to be provided on computer disk and via Online Web access formats

Monthly paper invoices delivered to County billing address

1.4 FLAT RATE PRI SERVICE (Includes unlimited LMS and 5,000 Domestic LD Minutes)

Monroe County requires that PRI circuits providing local access services under this contract are priced on a flat-rate basis (meaning they include all Local Measured Service (LMS) usage charges within their base monthly rate and a minimum of 5,000 *Domestic* Long Distance shared/pooled minutes available per PRI circuit). County requires these LD minutes to be pooled (i.e. 5,000 X number of PRI circuits = total available minutes) due to the nature of Local and Long Distance out dialing from any/all PRI-equipped sites. Where SIP Trunking is utilized, 5000 free LD minutes must be included for each 23 voice channels deployed.

International and Canada LD rate tables billed separately must be submitted by bidder.

For pricing estimate purposes, bidders may use the following as usage guidelines:

Typical County LMS monthly usage = 1,250,000 minutes.

Typical Domestic LD monthly usage in minutes:

Intrastate LD = 72,000

Interstate LD = 21,000

Inter/IntraLATA = 6,000

Bidders must include Domestic LD rate(s), applicable in the event LD minute pool is exceeded.

1.5 SERVICE SELECTION

The County requires that it be able to add, delete or change services or service quantities for any existing or new site, at any time over the life of the contract. All services regardless of when they were ordered during the duration of the contract or any extension, must have a single termination date, namely at the end of the fifth year after the contract was initially executed. The County reserves the right to change purchase quantities during the contract term at its sole discretion. Bidders must respond with a line item price for each required service requested. There must be no penalty for early termination of individual circuits and/or DID number(s) and no minimum quantities or revenues for any service (no minimum usage guarantee or "MUG") over the life of the contract.

1.6 GLOSSARY OF TERMS (used elsewhere in this document)

DID (Direct Inward Dialing): Allows external callers to directly reach internal PBX telephone users without requiring answering and transferring by an attendant, similar to Centrex service. A number range or block of numbers is assigned for DID service, typically in 100 number increments. DID numbers are routed by the LEC to PRI circuits that are connected to the intended PBX system.

LATA (Local Access and Transport Area): A region within a state served by a LEC for which a toll (long distance) charge applies. Rochester's LATA (defined by the FCC) extends from Hamlin to Webster to Dansville to Stanley. Calls to these areas may or may not require an area code. "IntraLATA" toll calls within these areas may be completed by the serving LEC or a Long Distance Carrier. InterLATA calls are made between LATAs but within the same state.

LEC (Local Exchange Carrier): The local telephone service provider is often referred to as simply "telco". ILEC is the *incumbent* or original carrier in a given area and CLEC is the *competitive* carrier.

LNP (Local Number Portability or Number Porting): Mandated to LECs by the FCC, it allows users to keep their phone number when changing their service provider (LEC).

LMS (Local Measured Service): A per-minute charge normally incurred by business customers when making local (non toll) calls.

IP-PBX (Internet Protocol enabled Private Branch Exchange): A customer-owned telephone switching system providing digital/IP multi-button or analog single line telephone sets connected via analog, digital and/or IP signaling. It allows users (either within the same building or across a networked multi-PBX campus environment) to call each other without using outside lines connected to the LEC. Users typically dial a "9" access code to make external local and/or long distance calls.

PICC (Pre-subscribed Interexchange Carrier Charge): FCC mandated in 1998, applies only when LEC routes a long distance call to non-LEC long distance carrier. This allows LECs to recoup cost incurred to "hand-off" calls outside their own network.

POTS (Plain Old Telephone Service) Line: Basic dial tone; similar to residential phone line. Loop start signaling.

PRI (Primary Rate Interface): This is a digital circuit type provided by LECs used to deliver incoming and/or outgoing voice phone calls to customer PBX equipment in an efficient, high volume manner. By use of multiplexing, 23 simultaneous voice calls can be delivered digitally over only 4 wires. Caller ID information arrives on the PRI's data channel and is passed through the PBX equipment to the (Caller ID capable) phone sets.

Trunk: A communication line between two switching systems, typically between the LEC's Central Office equipment and the customer's PBX equipment. "Ground-start" trunks require that a path to ground be placed on one side of the line in order to receive dial tone; such trunks are typically used only on PBX systems. "Loop start" lines require only an off-hook condition (lifting the receiver thus completing the electronic circuit) to receive dial tone.

SIP Trunk (Session Initiated Protocol): An alternate to PRI service provided by LECs that deliver voice circuit (trunk) paths over an Ethernet type data connection for capably-equipped customer PBX equipment. For redundancy and consolidation purposes, one SIP connection can effectively replace multiple, separate PRIs.

II. ADMINISTRATIVE REQUIREMENTS

II.1 PRICE STABILITY

If for any reason during the term of the contract, the service supplier reduces the pricing for similar services or products regardless of volume or contractual term, the County must receive an equivalent reduction in pricing for the services or products delivered. The successful bidder(s) must notify the County of such cost reductions as they occur over the term of the contract.

II.2 SITE VISIT

A qualified employee or agent of each bidder's organization may inspect County sites, if necessary, to determine financial and technical aspects of installation including, but not limited to, power requirements and mounting space for new components. Bidders should call the Purchasing contact to obtain additional information or the Technical Contact to schedule a site visit.

Particular attention should be given to any structural or commercial electrical service modifications that will be required for the installation of the bidder's proposed PRI interfaces. Any such required changes must be specified in the bidder's proposal. Any recommended electrical or structural modifications are the County's (or its contractor's) responsibility and are not to be included in the bid price.

II.3 BILLING OF SERVICES

Monroe County requires that all telephony billing under this bid provide detailed costs such as:

- Monthly Base Recurring Charges for products
- Long Distance per Call Detail
- Directory Assistance
- Any other charges not mentioned above
- Any product(s) with multiple components shall have each cost broken out as needed.

Monthly billing shall be flexible allowing a master account with sub-accounts per County requirements. Stand-alone account billing may also be required for other county departments/purposes. All monthly recurring pricing and usage costs along with terminating service address are required. Only applicable surcharges will apply per County service termination address point for the town/city/village in which the service is terminated.

All charges must be made available on all of the following media and required per Monroe County for our monthly billing/ internal charge-back reporting and auditing:

- Computer CD (including itemized call detail)
- Paper Invoicing (itemized call detail not required)
- Secure webpage access to all master/sub accounts with downloadable content in .csv or .xls formats
- All billing shall run from the 10th of each month to the 9th of the next month to allow time for the vendor to print, mail and Monroe County to receive and process billing in accordance to its established internal billing/charge back processes and procedures

All invoicing must itemize product cost and associated surcharges. All product discounts must be applied when calculating any variable costs - discounts are not to be applied globally after the fact in any calculations.

Monroe County account(s) are to be "Late Fee Exempt". Monroe County processes payments to all vendors in a two week cycle. Occasionally, a payment may miss a cut off date and will be made in the next payment cycle.

Monroe County is tax exempt and also exempt from E911 fees on all lines.

Monroe County reserves the right to withhold payment in part or in whole for any amounts under dispute till resolved to Monroe County's satisfaction without penalty.

Reporting on usage and monthly recurring costs is required as part of this on-line system. Monthly charges are to be invoiced and mailed to specified address/department. The County requires that circuit and individual telephone numbers be clearly identified on the bill and identified with the physical site where they terminate. The County may require that certain services be billed directly to departments and not be included on the County master bill. During the term of the contract, the County will define such billing and equipment listing services, at its sole discretion and will provide appropriate billing contact information to the successful bidder.

The County also requires that a full service and equipment listing be provided on a monthly basis in Microsoft Excel (97-2003) format available in CD media and from an Internet based system. Historical billing/payment history must be available via the Internet system.

II.4 TRAFFIC STUDY REPORTS

Monroe County Telecom personnel may request, at no extra cost, periodic traffic reports to assess PRI utilization, identify overflow conditions, resolve issues such as busy signals, etc.

II.5 PROPOSAL RESPONSE FORMAT

The response to this bid must consist of **Attachments B through F**.

II.6 CONTRACT

The successful bidder's response and a copy of this bid will constitute the sole agreement and contract between the County and the successful bidder and shall govern all terms, conditions and cost for the term of the agreement and any extensions thereof. Prices identified in bid response must be complete and include any/all applicable surcharges, taxes and/or PICC charges. It is understood and accepted by both parties that in the event of a conflict of terms between this bid and successful bidder's order documentation, the terms of this request for bid will control.

II.7 PROPOSAL EVALUATION

The County's selection procedure will identify all proposals that are responsive (technically compliant and that meet all requirements). Once completed, the County will award the contract to the lowest responsive and responsible bidder(s) based on the information provided in **Attachments B and C**.

II.8 OTHER FEATURES and SERVICES

The bidder will include in **Attachment E**, a listing of optional features and services and pricing that are offered by the successful bidder. Bidder is obligated to maintain such pricing throughout the contract term.

II.9 BIDDER'S RESPONSIBILITY

It is understood and the bidder hereby agrees that it will be solely responsible for all services and equipment, from the bidder's network up to the County's designated "demarcation" points.

The bidder is assumed to be a responsible and knowledgeable bidder capable of providing a complete proposal that meets the needs of each of the sites identified serving the County as a whole. Should this specification not specifically identify a component necessary for the intended operation of the purchased services, the bidder must identify such components in the response and include the components in the price. The County assumes that all necessary and required costs are in the bidder's quoted rates.

The rates quoted by the bidder must be the maximum rates charged to the County during the entire term of the contract, irrespective of tariff or other rate changes not resulting from change of service requested by the County.

Each bidder must certify that the prices listed are inclusive of all applicable taxes and surcharges that will be assessed to the County. Furthermore, bidders must certify that the County has no obligation to pay any charges other than those listed in its bid for the duration of the contract.

Bidders must work directly with the County's CPE vendor to determine the technical specifications necessary for proper installation, cutover and operation of the service, adhere to schedule of activation dates/times and other coordination and logistic efforts necessary for a problem-free transition to the provided services.

II.10 REMEDIAL MAINTENANCE

The County requests that the successful bidder for each Group provide preferential treatment in restoration of telecommunication facilities to certain County sites. This need is the result of the County's obligation to provide continuous Public Safety, Sheriff, Public Works, Probation, District Attorney, Human and Health Services, County Executive and other essential services to the residents of the County. Therefore, the County must be ensured that any interruption of carrier services be minimized to the greatest extent possible. Failure to completely resolve service outages within specified timeframes below will result in penalty issued as maintenance credit, outlined in section II.11 below.

The County's critical needs can be achieved by the establishment of two (2) categories of maintenance service. Successful bidders are advised that the County's remedial maintenance will be performed upon notification to the successful bidder that the service is inoperable or unsuitable for operation. The successful bidder will be responsible for assuring that on-site service for each request is provided in accordance with one of the following levels of maintenance:

- i Emergency Service - An "Emergency" is a situation involving a "major loss" of incoming and/or outgoing service, which is defined as 20% or more loss of ability to make or receive calls over the provider's network, affecting any County facility. Once reported as an "Emergency" repair, the successful bidder must respond on-site within one (1) hour of notification, if the problem cannot be immediately resolved by remote diagnostics.
- ii Non-Emergency Service - A "Non-Emergency" is a situation involving a PRI and/or Trunk failure of a scope less than that described for an Emergency, including non-service affecting alarms. Once reported as a "Non-Emergency" repair, the successful bidder must respond on-site within eight (8) business hours of notification, if the problem cannot be immediately resolved by remote diagnostics.

The above response time requirements include travel time. Bidder's repair facility address(s), from which local technicians are dispatched, must be provided on **Attachment F** and must be located within 30 miles of Rochester, New York. Service provider's nearest spare parts inventory depot (where equipment necessary to maintain service levels above is stored), must also be indicated on **Attachment F** and must be located within 30 miles of Rochester, New York.

Whether a situation constitutes an Emergency or Non-Emergency Service call (as described above) will be determined by the County (or its authorized agents) at their sole discretion. Maintenance and repair service costs shall be included in bidder's quoted rates for all services provided under this bid - there shall be no additional recurring or non-recurring charges for providing these maintenance and repair services.

Bidders must provide on **Attachment F**, a local or toll free number for Emergency and Non-emergency repair service. The ability to report and track maintenance troubles must be available on a twenty-four (24) hour per day, seven (7) day per week basis for either maintenance level. Service provider will exercise "best effort" on a priority 24/7 basis to restore service as quickly as possible, including any temporary and/or remedial measures necessary to restore or mitigate service outages. Service providers must be able to respond to multiple repair instances simultaneously, within the guaranteed response times above.

County repair calls, regardless of the call date and time, must be answered by a service representative capable of logging the call consistent with the above performance levels. All resolved (closed) repairs must be reported to the County Help Desk (or its authorized agent that initially reported the problem) immediately upon successful completion of the repair. The Service provider's "trouble ticket" must remain open until the County verifies and accepts the resolution.

The County may authorize, via signed "Letter of Authorization" (LOA), its agent and/or telephone equipment vendor to directly initiate repair service requests on its behalf, with no change in response time commitment or any other requirements described above.

If the successful bidder does not perform according to the service levels described above, the County reserves the right to terminate the contract and at its sole discretion, award the contract to the next lowest responsive and responsible bidder or put the contract out to bid (the "Replacement Contract"). The difference in cost, if any, between the original contract and the Replacement Contract will be borne by the non-performing bidder.

II.11 MAINTENANCE CREDIT FOR DOWNTIME

In the event of PRI (or SIP) circuit failure resulting in loss of use of the service past the repair completion threshold (section II.10 above), the successful GROUP 1 bidder is obligated to post a maintenance credit to the account to which the circuit is billed at the rate of \$1,000 per day, per circuit starting on the second calendar day after circuit was first reported down/inoperable.

II.12 SYSTEM ALARM MONITORING and CUSTOMER NOTIFICATION

The successful bidder of GROUP 1 must provide 24 hour per day/7 day per week alarm monitoring of all proposed PRI and/or SIP circuits. Upon such alarms, the successful bidder must respond internally and/or dispatch as outlined in Section II.11 under remedial maintenance.

Alarms deemed major (i.e. PRI/SIP circuit down) must generate an automated or manual email and/or phone call (per previously arranged County preference) notification, delivered 24 hours per day/7 days per week.

II.13 MAINTENANCE RESPONSIBILITY

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service and CPE providers until responsibility for the problem has been unequivocally established.

In no instance will the failure to resolve the issue of responsibility relieve any of the service and CPE providers of the mutual obligation to restore system operability with the least impact on the availability of telephone service. The County reserves the right to adjudicate such matters after the fact and validate charges and/or maintenance credits applicable to the provisions of the contracts involved. As a part of maintenance responsibilities, the CPE providers will represent the County with the Regulated Telephone Company, Competing Local Exchange Carriers (CLEC), Inter-exchange Carriers (IXC) and Alternate Access Providers (AAP) in order to identify and correct problems with telephone service.

II.14 LOCAL CUSTOMER SUPPORT CONTACT

The County requires successful bidder to provide a local, single point of contact for all dealings with the successful bidder throughout contract term, who will provide direct support for ordering, implementation, account management, billing support and other high-level company representation. The successful bidder shall provide contact information for this local primary contact in **Attachment F**, as well as contact information for secondary (backup) support and contact information for a manager/foreman, also familiar with County account(s) in the event that contact escalation is required. Any personnel changes to the information provided in **Attachment F** must be provided to the County in writing within one (1) business day of the personnel change.

III. TECHNICAL REQUIREMENTS

III.1 POWER/UPS BACKUP

It is essential that all telecommunications services provided by the successful bidder continually operate during periods of commercial power interruption or degradation. Any circuits requiring locally powered electronic equipment that will be installed as part of the services provided by the successful bidder must continue to operate in the absence of commercial or emergency power for a period of eight (8) hours, via carrier-supplied and installed Uninterruptible Power Supply (UPS) devices. The County shall be responsible for providing non-UPS 110v AC power outlets. Alternatively, Service Provider may use existing phone system UPS systems only if a spare outlet is available.

Bidders must include the cost to provide and maintain any equipment necessary to meet the above power requirements for the length of the contract in their response to this bid, including routine scheduled battery replacement.

III.2 FLAT RATE PRI CIRCUITS (GROUP 1)

Bidders must be able to provide PRI service to the sites and in the quantities identified on **Attachment A**. The PRI access lines must provide LMS-free local calling capability and bundled 5,000 minute domestic long distance (LD) calling capability. LD call routing to the successful bidder's LD service shall be free of additional recurring charges (no PICC). Bidders shall assume that all PRI access lines will be connected to a digital trunk port on a PBX (via CSU devices provided by PBX vendor). PRIs will provide 23 voice and one Data channel, DID service and Caller ID with name service. PRIs must be delivered via NIU/Smart Jack interface, terminated within the County's (or its agencies) designated MDF (Main Distribution Frame) room with no extra cabling installation cost. This NIU/Smart Jack location shall be considered the demarcation point up to which the carrier is responsible to maintain service. Further, PRI circuit numbers shall be clearly labeled on the jacks. All equipment required to deliver and maintain PRI services up to the demarcation point must be included in the bidder's monthly unit price.

County will require "channel" restrictions on certain circuits and DID numbers in order to limit the amount of incoming call traffic. For example, County limits calls into 753-4000 to eleven simultaneous calls.

Quantity and location of PRIs given in **Attachment A** are for estimate only and may be changed by the County at any time without penalty (no MUG).

Installation note: The County, at its option, may allow successful bidder to use existing County infrastructure in order to efficiently deliver PRI services to potential PRI sites. Request for such accommodation must be made in writing to the County Technical contact.

III.3 DID (DIRECT INWARD DIALING) NUMBERS (GROUP 1)

The County will purchase number blocks in 1,000 number increments and intends to maintain/reserve the entire 753 exchange (now considered exclusive to the County). The number blocks or portions thereof must be available to any/all installed PRIs per the direction of County Information Services. There shall be no additional charge to move or delete DID numbers (and/or ranges) to/from circuits/trunk groups. Bidders must provide DID block pricing in **Attachment B**.

III.4 TRUNK GROUP OVERFLOW (GROUP 1)

PRI circuits must be associated with DID range "trunk group" hierarchy and at the discretion of County Information Services, be able to overflow to other trunk groups and/or "mirror" the same trunk group at several locations simultaneously. Due to the ability of our system to receive and process a DID call from any point in the network, this will allow redundancy and fail-over in the event of hardware and/or circuit outages.

III.5 REMOTE CALL FORWARDING (GROUP 1)

During planned downtime or emergency situations, DID number(s) must be able to be re-directed/forwarded to another trunk group or to an individual phone number, manually controlled by County Information Services via web-portal, by dialing feature codes, by pre-arranged preset configurations and/or via call-in support. This functionality will ensure that essential, emergency phone numbers remain operational during hardware and/or circuit down events.

III.6 E911 SPECIAL REQUIREMENTS (GROUP 1)

Due to the nature of differing addresses of our callers from the address of the terminating PRIs, in order to report accurate address information to the local PSAP, Monroe County requires and currently utilizes a special service to match ANI/Caller ID to a predetermined, specific address. This must be made available via on-line database, accessed and updated remotely by County Telecom personnel. This database must contain, at minimum, capacity for 8,000 numbers and include number and address fields. This service must be provided by the successful (Group 1) bidder at no additional cost, included within PRI pricing provided.

III.7 GUARANTEED INSTALLATION DELIVERY DATES (GROUP 1)

PRI circuits must be installed, programmed, tested and terminated within 45 calendar days from receipt of County work order requests (authorized by the County's Technical Contact or the County's authorized agent).

III.8 POTS LINES and GROUND START TRUNKS (GROUP 2)

Bidder must be able to provide metered, POTS loop start line and Ground Start Trunk service to various existing offices around Monroe County as well as any other address not listed within Monroe County, requiring such services under this contract. The analog POTS lines must be line-powered, loop start type and delivered to County locations via copper pairs. These lines will be used for, but not limited to, elevators, alarm, energy management panels and/or as voice lines at distant locations (i.e. locations without PBX service). Ground Start (GS) trunks must also be line-powered and delivered to County locations via copper pairs; such lines will be used to support PBX applications. Analog POTS lines and GS trunks must receive incoming calls and need not require a "9" access code to dial out. Switched Long Distance call routing shall be free of charge (no PICC). "Leased" analog telephone sets are not part of this contract (the County will supply telephone sets for POTS lines where needed). Monroe County maintains its own wiring in County facilities and will not pay extra for any wiring work performed on a trouble call.

POTS lines or GS trunks from a channel bank, Integrated Access device or other digital to analog device are unacceptable, unless that equipment is located on the successful bidder's premises. Analog access lines and GS trunks shall terminate on 66-type split punch down blocks with telephone numbers clearly labeled on separate log sheet(s), maintained and stored on premises. The split blocks shall be considered the "demarcation point", with bridging clips required to provide service to CPE wiring and/or equipment. Line/pair number identifiers must be furnished upon phone call or written request.

Bidder shall provide per-minute LMS unit pricing in the space provided on **Attachment C**. Bidder does not need to submit pricing for POTS Lines and Ground Start Trunks in "Group 2" to be considered responsive to this bid.

Quantity of POTS lines and ground start trunks may be changed by the County at any time without penalty (no MUG). POTS Lines must, at minimum, provide the following features: Call Transfer, Call Forwarding All Calls, Call Forwarding Busy, Call Forwarding No Answer, Dialing Restriction Options (Unrestricted, Local + 911 + toll-free only, Incoming + 911 calling only, others per County requirements).

III.9 SIP (Session Initiated Protocol) Trunk Service

Optional SIP service must be delivered via Ethernet port, regardless of the manner in which Carrier delivers to County premises. Any equipment required to deliver SIP service must have its own UPS backup power. Monroe County will provide 110v outlet(s) for such equipment. SIP service may be required at up to three addresses: 50 W. Main St; 111 Westfall Rd. and/or 691 St. Paul St. SIP service will be voice *channel* based and sufficient bandwidth must be provided to deliver a given number of channels, without loss or compression.

Carrier SIP automatic resiliency/overflow: SIP service must be delivered to alternate addresses with transparent, "mirrored", shared call traffic so that if any one of the SIP connections fail, calls will continue to arrive at other SIP endpoints with no interruption whatsoever and with no human intervention.

SIP Interface will provide specified number of voice channels, DID service and Caller ID with name service. SIP must be delivered via Ethernet, terminated within the County's (or its agencies) designated MDF (Main Distribution Frame) room with no extra cabling installation cost. This shall be considered the demarcation point up to which the carrier is responsible to maintain service. Further, SIP circuit numbers shall be clearly labeled on the jacks. All equipment required to deliver and maintain SIP services up to the demarcation point must be included in the bidder's monthly unit price.

County will require "channel" restrictions on certain circuits and DID numbers in order to limit the amount of incoming call traffic. For example, County limits calls into 753-4000 to eleven simultaneous calls.

Installation note: The County, at its option, may allow successful bidder to use existing County infrastructure in order to efficiently deliver SIP services to potential County sites. Request for such accommodation must be made in writing to the County Technical contact.

Attachment A: Monroe County Addresses and Estimated PRI Circuit Counts

Monroe County Facility	Address	Estimated PRIs		
DHHS/Health	111 WESTFALL ROAD	6		
City Place	50 WEST MAIN STREET	7		
Health	691 ST. PAUL STREET	3		
Airport	1200 BROOKS AVENUE	2		
HOJ; Civic Center	99 EXCHANGE BOULEVARD	3		
Sheriff/Jail	130 S. PLYMOUTH AVENUE	1		
County Office Bldg.	39 WEST MAIN STREET	2		
PSTF	1190 SCOTTSVILLE ROAD	2		
Watts Bldg: DA/Sheriff	47/49 S. FITZHUGH STREET	1		

Note: Addresses and counts above are subject to change; future service to other County addresses may be required under this contract.

Attachment B: PRI/DID/LD PRICING INFORMATION - GROUP 1

The Bidder hereby agrees to furnish the minimum services specified below. The County does not guarantee ordering or maintaining the quantities stated. Bidder must guarantee unit pricing below, regardless of actual quantities ordered. Pricing furnished must include all surcharges, PICC and taxes.

3-YEAR LMS-FREE/LD (BUNDLED, FLAT-RATE) PRI + DID PRICING

Service Requested	Unit Cost	Est. Qty.	Term	= Sub Total
LMS/LD Bundled PRI (monthly)	\$ 395.81	27	36	\$ 10,686.32
DID Block of 1,000 (monthly)	\$ 0	10	36	\$

36 = \$ 384,727.32

Applicable taxes upon confirming exemption

PRI Installation Charge: \$ 0 X 27 = \$ 0

Grand Total (add subtotals + installation charges per above) = \$ 384,727.32

(Group 1 Award based on this Grand Total)

Per-minute Long Distance Rates (for Group 1 overage when applicable)

Service Requested	Unit Cost
Intrastate LD Toll (per minute)	\$.019
Interstate LD Toll (per minute)	\$.019
Inter/IntraLATA Toll (per minute)	\$.019
Canada LD Toll (per minute)	\$.01925

.06

Attachment C: POTS LINE AND GROUND START TRUNK PRICING - GROUP 2

The Bidder hereby agrees to furnish the minimum services specified below. The County does not guarantee ordering or maintaining the quantities stated. Bidder must guarantee unit pricing below, regardless of actual quantities ordered. Pricing furnished must include all surcharges, PICC and taxes. Installation charges, if applicable, indicated below must consider the estimated quantity and correspond to the prices provided on "Attachment F" (AMCs).

GROUP 2: FIVE (3) YEAR METERED POTS LINE AND GS TRUNK PRICING

Service Requested	Unit Cost	Est. Qty.	Term	= Sub Total
POTS Line (monthly)	\$ NO Bid	200	36	\$
Ground Start Trunk (monthly)	\$ NO Bid	200	36	\$
LMS Rate (per minute)	\$	2,000/mo	36	\$
Intrastate LD Toll (per minute)	\$	2,000/mo	36	\$
Interstate LD Toll (per minute)	\$	2,000/mo	36	\$
Inter/IntraLATA Toll (per minute)	\$	1,000/mo	36	\$
Canada LD Toll (per minute)	\$	1,000/mo	36	\$

POTS Line/GS Trunk Installation Charge: \$ _____ X 400 = \$ NO Bid

Group 2 Total (add subtotals + installation charges per above) = \$ NO Bid

(Group 2 Award based on this Grand Total)

Attachment D: SIP TRUNK PRICING WORKSHEET

Service Requested	Unit Cost	Est. Qty.	Term	Sub Total
LMS/LD Bundled SIP Channel (monthly)	\$ 20.20	X 450	X 36	=\$ 9090 x 36 = \$ 327,240 ⁰⁰

XO is able to provide service to be discussed upon SIP Installation Charge (per connection/pipe): \$ _____ confirming equipment \$2,145.00 / additional discounts may apply requirements.
 Grand Total (add subtotal + installation charge per above) = \$ _____

(SIP pricing above will not determine contract award but is required for responsive bid).

Please list below any special requirements and/or included equipment associated with delivering SIP to County facilities:

Attachment E: OTHER FEATURES and SERVICES

Please list, describe and provide cost of other features and services that can be made available to County. This is for information purposes only and has no impact on bid award, nor is bidder obligated to deliver these services and pricing. Examples include Centrex line service, DSL Internet service; SIP Trunking, etc. (refer to section II.9).

Attachment F: LOCAL SUPPORT and REPAIR CENTER INFORMATION

1. Primary Local Customer Service Contact Name: Maggie Sommers Higgins
2. Telephone Number: 585 267-4419
3. Secondary Local Customer Service Contact Name: Michael Muldan
4. Telephone Number: 585 330-9461 or 585-627-3713
5. Local Manager/Foreman Escalation Contact Name: Kevin O'Neill
6. Telephone Number: 585 267-4427 or 585-503-5659
7. Remedial Maintenance Repair Line (available 24 hours for all request categories): 877 953-3768
8. Address of service provider's primary repair facility from which local technicians are dispatched, within 30 miles of downtown Rochester, NY: 370 Woodcliff
9. Address of service provider's primary spare parts inventory depot, where equipment necessary to maintain service levels is stored, within 30 miles of downtown Rochester, NY: 370 Woodcliff

XO

Addendum to Bid Project Number 719-10

THIS ADDENDUM is executed by and between XO Communications Services, Inc., on behalf of itself and its operating affiliates to the extent such operating affiliate(s) directly provides Service hereunder (collectively, "XO") and Monroe County, NY ("Customer") with reference to that certain Bid Project Number 719-10 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Parties have entered into the Agreement for the provision of telecommunications services as described in the Agreement; and

WHEREAS, the Parties seek to amend the terms of the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

- I. Notwithstanding anything to the contrary, maintenance credits are capped at one hundred percent (100%) of the monthly recurring charges (the "MRC") for all downtime or service outages that occur per circuit per month.
- II. **90 Day Satisfaction Guarantee.** Any other provision to the contrary notwithstanding, Customer may terminate the Service(s) associated with this Agreement for convenience at anytime within the first ninety (90) days after the Start of Service Date without having to pay early termination charges that would otherwise be due under the terms of the Agreement; provided the following conditions are met:
 - (i) Customer must provide written notice to XO at the address provided below no later than ninety (90) days from the Start of Service Date via overnight delivery with tracking service:
 XO Communications Services, Inc.
 Attn: Director of Retention
 105 Molloy Street
 Nashville, TN 37201
 - (ii) Customer's notice must include the following:
 - (a) Customer's Billing Account Number
 - (b) Customer's Contact Name and Telephone Number
 - (c) Description of the Services being terminated
 - (d) Service Location for the Services being terminated
 - (iii) Customer will pay all Service charges incurred up to the date of Service disconnect, which will occur no less than thirty (30) days from XO's receipt of Customer's notice;
 - (iv) Customer will pay any waived or unpaid installation or set-up fees, and shall reimburse XO for any other costs incurred in providing the Service(s) to Customer, including costs associated with construction or acquisition of telecommunications facilities.
 - (v) Customer's account must be current at the time of termination (i.e. no balance over thirty (30) days).
- III. Customer may not have more than seven thousand (7,000) numbers loaded into PS ALI.
- IV. This Addendum sets forth the entire understanding of the Parties relating to the subject matter addressed and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern. The Agreement, including this or any other Addendum(s) thereof, may not be amended or modified unless mutually agreed to in writing executed by authorized representatives of the Parties.



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 719-10

BID TITLE: Local Voice Telecom Services

BUYER: Walter B. LaRaus

BID TIME: 11:00 am

PHONE: 585/753-1121

BID DATE: August 23, 2010

BID SECURITY REQUIRED: No:
 Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
I		Local Voice Telecom Services PRI/DID/LD		\$ 431,256.96 Total
II		Pots Line & GS Trunk		\$ 278,560.00 Total

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all Instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME Frontier Communications SIGNED BY
 ADDRESS 180 South Clinton Ave PRINTED NAME Russell Chase
Rochester NY 14646 TITLE Account Executive
 FEDERAL ID NO. 16-1469712 PHONE NO. 585-777-4697
 E-MAIL ADDRESS Russell.Chase@FTR.com FAX NO. 585-325-6382

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Group II - Pots Line & GS Trunk

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from 10/27/10 to 9/30/13.

Date: 10/27/10

BY:
Dawn C. Staub, Purchasing Manager, Monroe County

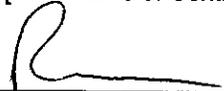
**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification and;
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: 8/20/10

Frontier Communications
[Print Name of Contractor]

By: 
[Signature]

Russell Chase
[Print Name]

Account Executive
[Print Title/Office]

VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.

TERMS AND CONDITIONS

BID ITEM: LOCAL VOICE TELECOM SERVICES

FOR: Monroe County Information Services

DEPARTMENT CONTACT: Steve DePaola, (585) 753-1856

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids** if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award a contract(s) to the lowest responsive and responsible bidder(s) based on the **TOTAL BY GROUP**. **Bidders must bid on all items in each group in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **September 30, 2013**, with the option to renew the contract up to two (2) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Terms & Conditions-Term Contract-Commodity-Multi Award.doc (8/03)

SPECIFICATIONS

Local Voice Telecom Services

**Including:
Bundled/Flat-Rate Primary Rate Interface (PRI)
Direct Inward Dialing (DID)
POTS Lines and Ground Start Trunks
Session Initiated Protocol (SIP) Trunks
Long Distance Toll Service
E911 Service**

FOR

Monroe County

**Issued By:
Monroe County Purchasing
39 W. Main St.
Rochester, New York 14614**

Table of Contents

- I. INTRODUCTION
 - I.1 BID OVERVIEW
 - I.2 TERM/SCOPE
 - I.3 MONROE COUNTY CURRENT IP/PBX SYSTEM OVERVIEW
 - I.4 FLAT RATE PRI SERVICE
 - I.5 SERVICE SELECTION
 - I.6 GLOSSARY OF TERMS

- II. ADMINISTRATIVE
 - II.1 PRICE STABILITY
 - II.2 SITE VISIT
 - II.3 BILLING OF SERVICES
 - II.4 TRAFFIC STUDY REPORTS
 - II.5 PROPOSAL RESPONSE FORMAT
 - II.6 CONTRACT
 - II.7 PROPOSAL EVALUATION
 - II.8 OTHER SERVICES
 - II.9 BIDDER'S RESPONSIBILITY
 - II.10 REMEDIAL MAINTENANCE
 - II.11 MAINTENANCE CREDIT FOR DOWNTIME
 - II.12 SYSTEM ALARM MONITORING and CUSTOMER NOTIFICATION
 - II.13 MAINTENANCE RESPONSIBILITY
 - II.14 LOCAL CUSTOMER SUPPORT CONTACT

III. TECHNICAL REQUIREMENTS

- III.1 POWER/UPS BACKUP (GROUP 1)
- III.2 FLAT-RATE PRIMARY RATE INTERFACE (PRI) CIRCUITS (GROUP 1)
- III.3 DIRECT INWARD DIALING (DID) NUMBERS (GROUP 1)
- III.4 TRUNK GROUP OVERFLOW (GROUP 1)
- III.5 REMOTE CALL FORWARDING (GROUP 1)
- III.6 E-911 SPECIAL REQUIREMENTS (GROUP 1)
- III.7 GUARANTEED INSTALLATION DELIVERY DATES (GROUP 1)
- III.8 POTS LINES and GROUND START TRUNKS (GROUP 2)
- III.9 SIP (Session Initiated Protocol) TRUNK SERVICE

ATTACHMENTS

Attachment A: MONROE COUNTY EXISTING PRI SERVICE SITES

(Bidders must respond to ALL of the following Attachments):

Attachment B: GROUP 1: PRI/DID/LD PRICING INFORMATION

Attachment C: GROUP 2: POTS LINE AND GROUND START TRUNK PRICING

Attachment D: OPTIONAL SIP TRUNK PRICING

Attachment E: OTHER FEATURES and SERVICES

Attachment F: LOCAL SUPPORT and REPAIR CENTER INFORMATION

I. INTRODUCTION

I.1 BID OVERVIEW

Monroe County, NY (the County) requests qualified *Incumbent* Local Exchange Carriers (ILEC) and/or *Competitive* Local Exchange Carriers (CLEC) to submit competitive pricing for installing and maintaining telephone network access circuits, delivering reliable voice service to several key Monroe County office locations. The awarded, payable ILEC/CLEC must service the County *directly* by their employees and not through sub-contractor(s). This contract will be used by the County to connect its Nortel IP/PBX telephone switching system to the Public Switched Telephone Network (PSTN). Connectivity shall be via Primary Rate Interface (PRI) circuits, POTS Lines and Ground Start Trunks per our requirements. Optionally, the County may utilize SIP Trunk connection(s) using pricing submitted in **Attachment D**.

This contract seeks to simplify and consolidate services and billing by "bundling" separately billed items.

The County will require *bundled* "flat-rate" service with each PRI circuit (or each 23 SIP voice channels) providing unlimited Local Measured Service and 5,000 (pooled) Domestic Long Distance (LD) minutes (see I.6 below) and to maintain reservation of existing DID number range (essentially the entire 753 exchange).

911 calls originating from Monroe County premises over PRI circuits must match the calling phone number to originating address via County-managed database in order to insure accurate E911 address information presented to local PSAP.

The County reserves the right to add, reduce, modify or otherwise change the quantities of services detailed in this bid, at its sole discretion, as necessary to meet the needs of the County, at any time over the term of the contract. There must be no penalty for early termination of individual circuits and/or DID number(s) and no minimum quantities or revenues for any service (no minimum usage guarantee or "MUG"). All services, regardless of when they were ordered during the duration of the contract must have a co-termination date, namely at the end of the third year or renewable terms after the contract was initially executed. Bidders should thereby be advised that circuit quantities listed in **Attachment A, B and C** are estimates for pricing only and not necessarily indicative of number of circuits ordered and maintained under this contract.

I.2 TERM/SCOPE

Bidders must propose 3 year pricing for Groups 1 (Bundled PRI Services) on Attachment B and Group 2 (POTS Lines and Ground Start Trunks) pricing on Attachment C. Bid award(s) will be based on these total costs and may be awarded to one or two local Telecom providers. Bidders must be able to deliver the quantities listed in **Attachment A** within the timeframe stated in section III.7. Award will be granted to successful bidder(s), solely on lowest pricing responses in **Attachments B and C**. The County agrees to order such services offered exclusively from successful bidder(s) during the entire contract term. Contract award will not be based on other pricing submitted in **Attachments D and E**.

I.3 MONROE COUNTY CURRENT IP/PBX SYSTEM OVERVIEW

The County utilizes a Nortel CS1000 IP/PBX telephone system that serves about 5000 lines. The system's "core" with a dual processor architecture residing in two different buildings, serves about one half of these lines; the remainder of sites are served by networked, survivable PBX systems. The current PSTN connections to these systems are DID enabled PRI circuits terminating at nine of our key sites. The systems are generally interconnected via County-owned fiber optic cable. The system utilizes a 4 digit dialing plan managed by Information Services. The majority of phone sets are digital display Caller ID enabled. The system is equipped with central Voice Mail and a Call Center server. The system supports major, publicized 24 hour programs such as Public Health and Child Protective hotlines, the Emergency Operations Center, etc. using a combination of Menu Trees and Call Centers.

This contract requires, at minimum:

- Provisioning of all necessary hardware to County-specified "demarcation points"
- Pre-service testing of all PRI circuits to specified CPE interface
- After-hours circuit cutover technical availability at no extra cost
- Number porting, remote call forwarding availability at no extra cost
- All usage and reporting including long distance call detail to be provided on computer disk and via Online Web access formats
- Monthly paper invoices delivered to County billing address

1.4 FLAT RATE PRI SERVICE (Includes unlimited LMS and 5,000 Domestic LD Minutes)

Monroe County requires that PRI circuits providing local access services under this contract are priced on a flat-rate basis (meaning they include all Local Measured Service (LMS) usage charges within their base monthly rate and a minimum of 5,000 *Domestic* Long Distance shared/pooled minutes available per PRI circuit). County requires these LD minutes to be pooled (i.e. 5,000 X number of PRI circuits = total available minutes) due to the nature of Local and Long Distance out dialing from any/all PRI-equipped sites. Where SIP Trunking is utilized, 5000 free LD minutes must be included for each 23 voice channels deployed.

International and Canada LD rate tables billed separately must be submitted by bidder.

For pricing estimate purposes, bidders may use the following as usage guidelines:

Typical County LMS monthly usage = 1,250,000 minutes.

Typical Domestic LD monthly usage in minutes:

Intrastate LD = 72,000

Interstate LD = 21,000

Inter/IntraLATA = 6,000

Bidders must include Domestic LD rate(s), applicable in the event LD minute pool is exceeded.

1.5 SERVICE SELECTION

The County requires that it be able to add, delete or change services or service quantities for any existing or new site, at any time over the life of the contract. All services regardless of when they were ordered during the duration of the contract or any extension, must have a single termination date, namely at the end of the fifth year after the contract was initially executed. The County reserves the right to change purchase quantities during the contract term at its sole discretion. Bidders must respond with a line item price for each required service requested. There must be no penalty for early termination of individual circuits and/or DID number(s) and no minimum quantities or revenues for any service (no minimum usage guarantee or "MUG") over the life of the contract.

1.6 GLOSSARY OF TERMS (used elsewhere in this document)

DID (Direct Inward Dialing): Allows external callers to directly reach internal PBX telephone users without requiring answering and transferring by an attendant, similar to Centrex service. A number range or block of numbers is assigned for DID service, typically in 100 number increments. DID numbers are routed by the LEC to PRI circuits that are connected to the intended PBX system.

LATA (Local Access and Transport Area): A region within a state served by a LEC for which a toll (long distance) charge applies. Rochester's LATA (defined by the FCC) extends from Hamlin to Webster to Dansville to Stanley. Calls to these areas may or may not require an area code. "IntraLATA" toll calls within these areas may be completed by the serving LEC or a Long Distance Carrier. InterLATA calls are made between LATAs but within the same state.

LEC (Local Exchange Carrier): The local telephone service provider is often referred to as simply "telco". ILEC is the *incumbent* or original carrier in a given area and CLEC is the *competitive* carrier.

LNP (Local Number Portability or Number Porting): Mandated to LECs by the FCC, it allows users to keep their phone number when changing their service provider (LEC).

LMS (Local Measured Service): A per-minute charge normally incurred by business customers when making local (non toll) calls.

IP-PBX (Internet Protocol enabled Private Branch Exchange): A customer-owned telephone switching system providing digital/IP multi-button or analog single line telephone sets connected via analog, digital and/or IP signaling. It allows users (either within the same building or across a networked multi-PBX campus environment) to call each other without using outside lines connected to the LEC. Users typically dial a "9" access code to make external local and/or long distance calls.

PICC (Pre-subscribed Interexchange Carrier Charge): FCC mandated in 1998, applies only when LEC routes a long distance call to non-LEC long distance carrier. This allows LECs to recoup cost incurred to "hand-off" calls outside their own network.

POTS (Plain Old Telephone Service) Line: Basic dial tone; similar to residential phone line. Loop start signaling.

PRI (Primary Rate Interface): This is a digital circuit type provided by LECs used to deliver incoming and/or outgoing voice phone calls to customer PBX equipment in an efficient, high volume manner. By use of multiplexing, 23 simultaneous voice calls can be delivered digitally over only 4 wires. Caller ID information arrives on the PRI's data channel and is passed through the PBX equipment to the (Caller ID capable) phone sets.

Trunk: A communication line between two switching systems, typically between the LEC's Central Office equipment and the customer's PBX equipment. "Ground-start" trunks require that a path to ground be placed on one side of the line in order to receive dial tone; such trunks are typically used only on PBX systems. "Loop start" lines require only an off-hook condition (lifting the receiver thus completing the electronic circuit) to receive dial tone.

SIP Trunk (Session Initiated Protocol): An alternate to PRI service provided by LECs that deliver voice circuit (trunk) paths over an Ethernet type data connection for capably-equipped customer PBX equipment. For redundancy and consolidation purposes, one SIP connection can effectively replace multiple, separate PRIs.

II. ADMINISTRATIVE REQUIREMENTS

II.1 PRICE STABILITY

If for any reason during the term of the contract, the service supplier reduces the pricing for similar services or products regardless of volume or contractual term, the County must receive an equivalent reduction in pricing for the services or products delivered. The successful bidder(s) must notify the County of such cost reductions as they occur over the term of the contract.

II.2 SITE VISIT

A qualified employee or agent of each bidder's organization may inspect County sites, if necessary, to determine financial and technical aspects of installation including, but not limited to, power requirements and mounting space for new components. Bidders should call the Purchasing contact to obtain additional information or the Technical Contact to schedule a site visit.

Particular attention should be given to any structural or commercial electrical service modifications that will be required for the installation of the bidder's proposed PRI interfaces. Any such required changes must be specified in the bidder's proposal. Any recommended electrical or structural modifications are the County's (or its contractor's) responsibility and are not to be included in the bid price.

II.3 BILLING OF SERVICES

Monroe County requires that all telephony billing under this bid provide detailed costs such as:

- Monthly Base Recurring Charges for products
- Long Distance per Call Detail
- Directory Assistance
- Any other charges not mentioned above
- Any product(s) with multiple components shall have each cost broken out as needed.

Monthly billing shall be flexible allowing a master account with sub-accounts per County requirements. Stand-alone account billing may also be required for other county departments/purposes. All monthly recurring pricing and usage costs along with terminating service address are required. Only applicable surcharges will apply per County service termination address point for the town/city/village in which the service is terminated.

All charges must be made available on all of the following media and required per Monroe County for our monthly billing/ internal charge-back reporting and auditing:

- Computer CD (including itemized call detail)
- Paper Invoicing (itemized call detail not required)
- Secure webpage access to all master/sub accounts with downloadable content in .csv or .xls formats
- All billing shall run from the 10th of each month to the 9th of the next month to allow time for the vendor to print, mail and Monroe County to receive and process billing in accordance to its established internal billing/charge back processes and procedures

All invoicing must itemize product cost and associated surcharges. All product discounts must be applied when calculating any variable costs - discounts are not to be applied globally after the fact in any calculations.

Monroe County account(s) are to be "Late Fee Exempt". Monroe County processes payments to all vendors in a two week cycle. Occasionally, a payment may miss a cut off date and will be made in the next payment cycle.

Monroe County is tax exempt and also exempt from E911 fees on all lines.

Monroe County reserves the right to withhold payment in part or in whole for any amounts under dispute till resolved to Monroe County's satisfaction without penalty.

Reporting on usage and monthly recurring costs is required as part of this on-line system. Monthly charges are to be invoiced and mailed to specified address/department. The County requires that circuit and individual telephone numbers be clearly identified on the bill and identified with the physical site where they terminate. The County may require that certain services be billed directly to departments and not be included on the County master bill. During the term of the contract, the County will define such billing and equipment listing services, at its sole discretion and will provide appropriate billing contact information to the successful bidder.

The County also requires that a full service and equipment listing be provided on a monthly basis in Microsoft Excel (97-2003) format available in CD media and from an Internet based system. Historical billing/payment history must be available via the Internet system.

II.4 TRAFFIC STUDY REPORTS

Monroe County Telecom personnel may request, at no extra cost, periodic traffic reports to assess PRI utilization, identify overflow conditions, resolve issues such as busy signals, etc.

II.5 PROPOSAL RESPONSE FORMAT

The response to this bid must consist of **Attachments B through F**.

II.6 CONTRACT

The successful bidder's response and a copy of this bid will constitute the sole agreement and contract between the County and the successful bidder and shall govern all terms, conditions and cost for the term of the agreement and any extensions thereof. Prices identified in bid response must be complete and include any/all applicable surcharges, taxes and/or PICC charges. It is understood and accepted by both parties that in the event of a conflict of terms between this bid and successful bidder's order documentation, the terms of this request for bid will control.

II.7 PROPOSAL EVALUATION

The County's selection procedure will identify all proposals that are responsive (technically compliant and that meet all requirements). Once completed, the County will award the contract to the lowest responsive and responsible bidder(s) based on the information provided in **Attachments B and C**.

II.8 OTHER FEATURES and SERVICES

The bidder will include in **Attachment E**, a listing of optional features and services and pricing that are offered by the successful bidder. Bidder is obligated to maintain such pricing throughout the contract term.

II.9 BIDDER'S RESPONSIBILITY

It is understood and the bidder hereby agrees that it will be solely responsible for all services and equipment, from the bidder's network up to the County's designated "demarcation" points.

The bidder is assumed to be a responsible and knowledgeable bidder capable of providing a complete proposal that meets the needs of each of the sites identified serving the County as a whole. Should this specification not specifically identify a component necessary for the intended operation of the purchased services, the bidder must identify such components in the response and include the components in the price. The County assumes that all necessary and required costs are in the bidder's quoted rates.

The rates quoted by the bidder must be the maximum rates charged to the County during the entire term of the contract, irrespective of tariff or other rate changes not resulting from change of service requested by the County.

Each bidder must certify that the prices listed are inclusive of all applicable taxes and surcharges that will be assessed to the County. Furthermore, bidders must certify that the County has no obligation to pay any charges other than those listed in its bid for the duration of the contract.

Bidders must work directly with the County's CPE vendor to determine the technical specifications necessary for proper installation, cutover and operation of the service, adhere to schedule of activation dates/times and other coordination and logistic efforts necessary for a problem-free transition to the provided services.

II.10 REMEDIAL MAINTENANCE

The County requests that the successful bidder for each Group provide preferential treatment in restoration of telecommunication facilities to certain County sites. This need is the result of the County's obligation to provide continuous Public Safety, Sheriff, Public Works, Probation, District Attorney, Human and Health Services, County Executive and other essential services to the residents of the County. Therefore, the County must be ensured that any interruption of carrier services be minimized to the greatest extent possible. Failure to completely resolve service outages within specified timeframes below will result in penalty issued as maintenance credit, outlined in section II.11 below.

The County's critical needs can be achieved by the establishment of two (2) categories of maintenance service. Successful bidders are advised that the County's remedial maintenance will be performed upon notification to the successful bidder that the service is inoperable or unsuitable for operation. The successful bidder will be responsible for assuring that on-site service for each request is provided in accordance with one of the following levels of maintenance:

- i Emergency Service - An "Emergency" is a situation involving a "major loss" of incoming and/or outgoing service, which is defined as 20% or more loss of ability to make or receive calls over the provider's network, affecting any County facility. Once reported as an "Emergency" repair, the successful bidder must respond on-site within one (1) hour of notification, if the problem cannot be immediately resolved by remote diagnostics.
- ii Non-Emergency Service - A "Non-Emergency" is a situation involving a PRI and/or Trunk failure of a scope less than that described for an Emergency, including non-service affecting alarms. Once reported as a "Non-Emergency" repair, the successful bidder must respond on-site within eight (8) business hours of notification, if the problem cannot be immediately resolved by remote diagnostics.

The above response time requirements include travel time. Bidder's repair facility address(s), from which local technicians are dispatched, must be provided on **Attachment F** and must be located within 30 miles of Rochester, New York. Service provider's nearest spare parts inventory depot (where equipment necessary to maintain service levels above is stored), must also be indicated on **Attachment F** and must be located within 30 miles of Rochester, New York.

Whether a situation constitutes an Emergency or Non-Emergency Service call (as described above) will be determined by the County (or its authorized agents) at their sole discretion. Maintenance and repair service costs shall be included in bidder's quoted rates for all services provided under this bid - there shall be no additional recurring or non-recurring charges for providing these maintenance and repair services.

Bidders must provide on **Attachment F**, a local or toll free number for Emergency and Non-emergency repair service. The ability to report and track maintenance troubles must be available on a twenty-four (24) hour per day, seven (7) day per week basis for either maintenance level. Service provider will exercise "best effort" on a priority 24/7 basis to restore service as quickly as possible, including any temporary and/or remedial measures necessary to restore or mitigate service outages. Service providers must be able to respond to multiple repair instances simultaneously, within the guaranteed response times above.

County repair calls, regardless of the call date and time, must be answered by a service representative capable of logging the call consistent with the above performance levels. All resolved (closed) repairs must be reported to the County Help Desk (or its authorized agent that initially reported the problem) immediately upon successful completion of the repair. The Service provider's "trouble ticket" must remain open until the County verifies and accepts the resolution.

The County may authorize, via signed "Letter of Authorization" (LOA), its agent and/or telephone equipment vendor to directly initiate repair service requests on its behalf, with no change in response time commitment or any other requirements described above.

If the successful bidder does not perform according to the service levels described above, the County reserves the right to terminate the contract and at its sole discretion, award the contract to the next lowest responsive and responsible bidder or put the contract out to bid (the "Replacement Contract"). The difference in cost, if any, between the original contract and the Replacement Contract will be borne by the non-performing bidder.

II.11 MAINTENANCE CREDIT FOR DOWNTIME

In the event of PRI (or SIP) circuit failure resulting in loss of use of the service past the repair completion threshold (section II.10 above), the successful GROUP 1 bidder is obligated to post a maintenance credit to the account to which the circuit is billed at the rate of \$1,000 per day, per circuit starting on the second calendar day after circuit was first reported down/inoperable.

II.12 SYSTEM ALARM MONITORING and CUSTOMER NOTIFICATION

The successful bidder of GROUP 1 must provide 24 hour per day/7 day per week alarm monitoring of all proposed PRI and/or SIP circuits. Upon such alarms, the successful bidder must respond internally and/or dispatch as outlined in Section II.11 under remedial maintenance.

Alarms deemed major (i.e. PRI/SIP circuit down) must generate an automated or manual email and/or phone call (per previously arranged County preference) notification, delivered 24 hours per day/7 days per week.

II.13 MAINTENANCE RESPONSIBILITY

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service and CPE providers until responsibility for the problem has been unequivocally established.

In no instance will the failure to resolve the issue of responsibility relieve any of the service and CPE providers of the mutual obligation to restore system operability with the least impact on the availability of telephone service. The County reserves the right to adjudicate such matters after the fact and validate charges and/or maintenance credits applicable to the provisions of the contracts involved. As a part of maintenance responsibilities, the CPE providers will represent the County with the Regulated Telephone Company, Competing Local Exchange Carriers (CLEC), Inter-exchange Carriers (IXC) and Alternate Access Providers (AAP) in order to identify and correct problems with telephone service.

II.14 LOCAL CUSTOMER SUPPORT CONTACT

The County requires successful bidder to provide a local, single point of contact for all dealings with the successful bidder throughout contract term, who will provide direct support for ordering, implementation, account management, billing support and other high-level company representation. The successful bidder shall provide contact information for this local primary contact in **Attachment F**, as well as contact information for secondary (backup) support and contact information for a manager/foreman, also familiar with County account(s) in the event that contact escalation is required. Any personnel changes to the information provided in **Attachment F** must be provided to the County in writing within one (1) business day of the personnel change.

III. TECHNICAL REQUIREMENTS

III.1 POWER/UPS BACKUP

It is essential that all telecommunications services provided by the successful bidder continually operate during periods of commercial power interruption or degradation. Any circuits requiring locally powered electronic equipment that will be installed as part of the services provided by the successful bidder must continue to operate in the absence of commercial or emergency power for a period of eight (8) hours, via carrier-supplied and installed Uninterruptible Power Supply (UPS) devices. The County shall be responsible for providing non-UPS 110v AC power outlets. Alternatively, Service Provider may use existing phone system UPS systems only if a spare outlet is available.

Bidders must include the cost to provide and maintain any equipment necessary to meet the above power requirements for the length of the contract in their response to this bid, including routine scheduled battery replacement.

III.2 FLAT RATE PRI CIRCUITS (GROUP 1)

Bidders must be able to provide PRI service to the sites and in the quantities identified on **Attachment A**. The PRI access lines must provide LMS-free local calling capability and bundled 5,000 minute domestic long distance (LD) calling capability. LD call routing to the successful bidder's LD service shall be free of additional recurring charges (no PICC). Bidders shall assume that all PRI access lines will be connected to a digital trunk port on a PBX (via CSU devices provided by PBX vendor). PRIs will provide 23 voice and one Data channel, DID service and Caller ID with name service. PRIs must be delivered via NIU/Smart Jack interface, terminated within the County's (or its agencies) designated MDF (Main Distribution Frame) room with no extra cabling installation cost. This NIU/Smart Jack location shall be considered the demarcation point up to which the carrier is responsible to maintain service. Further, PRI circuit numbers shall be clearly labeled on the jacks. All equipment required to deliver and maintain PRI services up to the demarcation point must be included in the bidder's monthly unit price.

County will require "channel" restrictions on certain circuits and DID numbers in order to limit the amount of incoming call traffic. For example, County limits calls into 753-4000 to eleven simultaneous calls.

Quantity and location of PRIs given in **Attachment A** are for estimate only and may be changed by the County at any time without penalty (no MUG).

Installation note: The County, at its option, may allow successful bidder to use existing County infrastructure in order to efficiently deliver PRI services to potential PRI sites. Request for such accommodation must be made in writing to the County Technical contact.

III.3 DID (DIRECT INWARD DIALING) NUMBERS (GROUP 1)

The County will purchase number blocks in 1,000 number increments and intends to maintain/reserve the entire 753 exchange (now considered exclusive to the County). The number blocks or portions thereof must be available to any/all installed PRIs per the direction of County Information Services. There shall be no additional charge to move or delete DID numbers (and/or ranges) to/from circuits/trunk groups. Bidders must provide DID block pricing in **Attachment B**.

III.4 TRUNK GROUP OVERFLOW (GROUP 1)

PRI circuits must be associated with DID range "trunk group" hierarchy and at the discretion of County Information Services, be able to overflow to other trunk groups and/or "mirror" the same trunk group at several locations simultaneously. Due to the ability of our system to receive and process a DID call from any point in the network, this will allow redundancy and fail-over in the event of hardware and/or circuit outages.

III.5 REMOTE CALL FORWARDING (GROUP 1)

During planned downtime or emergency situations, DID number(s) must be able to be re-directed/forwarded to another trunk group or to an individual phone number, manually controlled by County Information Services via web-portal, by dialing feature codes, by pre-arranged preset configurations and/or via call-in support. This functionality will ensure that essential, emergency phone numbers remain operational during hardware and/or circuit down events.

III.6 E911 SPECIAL REQUIREMENTS (GROUP 1)

Due to the nature of differing addresses of our callers from the address of the terminating PRIs, in order to report accurate address information to the local PSAP, Monroe County requires and currently utilizes a special service to match ANI/Caller ID to a predetermined, specific address. This must be made available via on-line database, accessed and updated remotely by County Telecom personnel. This database must contain, at minimum, capacity for 8,000 numbers and include number and address fields. This service must be provided by the successful (Group 1) bidder at no additional cost, included within PRI pricing provided.

III.7 GUARANTEED INSTALLATION DELIVERY DATES (GROUP 1)

PRI circuits must be installed, programmed, tested and terminated within 45 calendar days from receipt of County work order requests (authorized by the County's Technical Contact or the County's authorized agent).

III.8 POTS LINES and GROUND START TRUNKS (GROUP 2)

Bidder must be able to provide metered, POTS loop start line and Ground Start Trunk service to various existing offices around Monroe County as well as any other address not listed within Monroe County, requiring such services under this contract. The analog POTS lines must be line-powered, loop start type and delivered to County locations via copper pairs. These lines will be used for, but not limited to, elevators, alarm, energy management panels and/or as voice lines at distant locations (i.e. locations without PBX service). Ground Start (GS) trunks must also be line-powered and delivered to County locations via copper pairs; such lines will be used to support PBX applications. Analog POTS lines and GS trunks must receive incoming calls and need not require a "9" access code to dial out. Switched Long Distance call routing shall be free of charge (no PICC). "Leased" analog telephone sets are not part of this contract (the County will supply telephone sets for POTS lines where needed). Monroe County maintains its own wiring in County facilities and will not pay extra for any wiring work performed on a trouble call.

POTS lines or GS trunks from a channel bank, Integrated Access device or other digital to analog device are unacceptable, unless that equipment is located on the successful bidder's premises. Analog access lines and GS trunks shall terminate on 66-type split punch down blocks with telephone numbers clearly labeled on separate log sheet(s), maintained and stored on premises. The split blocks shall be considered the "demarcation point", with bridging clips required to provide service to CPE wiring and/or equipment. Line/pair number identifiers must be furnished upon phone call or written request.

Bidder shall provide per-minute LMS unit pricing in the space provided on **Attachment C**. Bidder does not need to submit pricing for POTS Lines and Ground Start Trunks in "Group 2" to be considered responsive to this bid.

Quantity of POTS lines and ground start trunks may be changed by the County at any time without penalty (no MUG). POTS Lines must, at minimum, provide the following features: Call Transfer, Call Forwarding All Calls, Call Forwarding Busy, Call Forwarding No Answer, Dialing Restriction Options (Unrestricted, Local + 911 + toll-free only, Incoming + 911 calling only, others per County requirements).

III.9 SIP (Session Initiated Protocol) Trunk Service

Optional SIP service must be delivered via Ethernet port, regardless of the manner in which Carrier delivers to County premises. Any equipment required to deliver SIP service must have its own UPS backup power. Monroe County will provide 110v outlet(s) for such equipment. SIP service may be required at up to three addresses: 50 W. Main St; 111 Westfall Rd. and/or 691 St. Paul St. SIP service will be voice *channel* based and sufficient bandwidth must be provided to deliver a given number of channels, without loss or compression.

Carrier SIP automatic resiliency/overflow: SIP service must be delivered to alternate addresses with transparent, "mirrored", shared call traffic so that if any one of the SIP connections fail, calls will continue to arrive at other SIP endpoints with no interruption whatsoever and with no human intervention.

SIP Interface will provide specified number of voice channels, DID service and Caller ID with name service. SIP must be delivered via Ethernet, terminated within the County's (or its agencies) designated MDF (Main Distribution Frame) room with no extra cabling installation cost. This shall be considered the demarcation point up to which the carrier is responsible to maintain service. Further, SIP circuit numbers shall be clearly labeled on the jacks. All equipment required to deliver and maintain SIP services up to the demarcation point must be included in the bidder's monthly unit price.

County will require "channel" restrictions on certain circuits and DID numbers in order to limit the amount of incoming call traffic. For example, County limits calls into 753-4000 to eleven simultaneous calls.

Installation note: The County, at its option, may allow successful bidder to use existing County infrastructure in order to efficiently deliver SIP services to potential County sites. Request for such accommodation must be made in writing to the County Technical contact.

Attachment A: Monroe County Addresses and Estimated PRI Circuit Counts

Monroe County Facility	Address	Estimated PRIs		
DHHS/Health	111 WESTFALL ROAD	6		
City Place	50 WEST MAIN STREET	7		
Health	691 ST. PAUL STREET	3		
Airport	1200 BROOKS AVENUE	2		
HOJ; Civic Center	99 EXCHANGE BOULEVARD	3		
Sheriff/Jail	130 S. PLYMOUTH AVENUE	1		
County Office Bldg.	39 WEST MAIN STREET	2		
PSTF	1190 SCOTTSVILLE ROAD	2		
Watts Bldg: DA/Sheriff	47/49 S. FITZHUGH STREET	1		

Note: Addresses and counts above are subject to change; future service to other County addresses may be required under this contract.

* See Attached Cost Comparison

Attachment B: PRI/DID/LD PRICING INFORMATION - GROUP 1

The Bidder hereby agrees to furnish the minimum services specified below. The County does not guarantee ordering or maintaining the quantities stated. Bidder must guarantee unit pricing below, regardless of actual quantities ordered. Pricing furnished must include all surcharges, PICC and taxes.

3-YEAR LMS-FREE/LD (BUNDLED, FLAT-RATE) PRI + DID PRICING

Service Requested	Unit Cost	Est. Qty.	Term	= Sub Total
LMS/LD Bundled PRI (monthly)	\$ 438.48	27	36	\$426,202.56
DID Block of 1,000 (monthly)	\$ 14.04	10	36	\$5,054.40

PRI Installation Charge: \$ 0 X 27 = \$ 0

Grand Total (add subtotals + installation charges per above) = \$ 431,256.96

(Group 1 Award based on this Grand Total)

Per-minute Long Distance Rates (for Group 1 overage when applicable)

Service Requested	Unit Cost
Intrastate LD Toll (per minute)	\$.04
Interstate LD Toll (per minute)	\$.04
Inter/IntraLATA Toll (per minute)	\$.04
Canada LD Toll (per minute)	\$.08

Attachment C: POTS LINE AND GROUND START TRUNK PRICING - GROUP 2

The Bidder hereby agrees to furnish the minimum services specified below. The County does not guarantee ordering or maintaining the quantities stated. Bidder must guarantee unit pricing below, regardless of actual quantities ordered. Pricing furnished must include all surcharges, PICC and taxes. Installation charges, if applicable, indicated below must consider the estimated quantity and correspond to the prices provided on "Attachment F" (AMCs).

GROUP 2: FIVE (3) YEAR METERED POTS LINE AND GS TRUNK PRICING

Service Requested	Unit Cost	Est. Qty.	Term	= Sub Total
POTS Line (monthly)	\$ 18.65	200	36	\$134,280.00
Ground Start Trunk (monthly)	\$ 20.00	200	36	\$144,000.00
LMS Rate (per minute)	\$ 0	2,000/mo	36	\$ 0
Intrastate LD Toll (per minute)	\$.04	2,000/mo	36	\$ 80.00
Interstate LD Toll (per minute)	\$.04	2,000/mo	36	\$ 80.00
Inter/IntraLATA Toll (per minute)	\$.04	1,000/mo	36	\$ 40.00
Canada LD Toll (per minute)	\$.08	1,000/mo	36	\$ 80.00

POTS Line/GS Trunk Installation Charge: \$ 0 X 400 = \$ 0

Group 2 Total (add subtotals + installation charges per above) = \$ 278,560.00

(Group 2 Award based on this Grand Total)

Attachment D: SIP TRUNK PRICING WORKSHEET (Budgetary)

Service Requested	Unit Cost	Est. Qty.	Term	Sub Total
LMS/LD Bundled SIP Channel (monthly)	\$ 30.00	X 450	X 36	=\$ 486,000.00

SIP Installation Charge (per connection/pipe): \$ 0

Access 100 meg Ethernet Connection

Grand Total (add subtotal + installation charge per above) = \$ 558,000.00 MRE 2,000.00

2,000.00
x 1
2,000.00
+ 70,000.00 ✓
72,000.00

(SIP pricing above will not determine contract award but is required for responsive bid).

Please list below any special requirements and/or included equipment associated with delivering SIP to County facilities:

This Requires A meeting

Attachment E: OTHER FEATURES and SERVICES

Please list, describe and provide cost of other features and services that can be made available to County. This is for information purposes only and has no impact on bid award, nor is bidder obligated to deliver these services and pricing. Examples include Centrex line service, DSL Internet service; SIP Trunking, etc. (refer to section II.9).

Attachment F: LOCAL SUPPORT and REPAIR CENTER INFORMATION

1. Primary Local Customer Service Contact Name (Attached)
2. Telephone Number: () _____
3. Secondary Local Customer Service Contact Name _____
4. Telephone Number: () _____
5. Local Manager/Foreman Escalation Contact Name: _____
6. Telephone Number: () _____
7. Remedial Maintenance Repair Line (available 24 hours for all request categories): () _____
8. Address of service provider's primary repair facility from which local technicians are dispatched, within 30 miles of downtown Rochester, NY: _____
9. Address of service provider's primary spare parts inventory depot, where equipment necessary to maintain service levels is stored, within 30 miles of downtown Rochester, NY: _____