



**TRAVIS COUNTY PURCHASING OFFICE**  
*Cyd V. Grimes, Purchasing Agent*

314 W. 11th, Room 400 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9700 • Fax (512) 854-9185

March 24, 2008

Dear Proposers:

You are invited to submit proposals in accordance with the attached specifications packet, Request for Proposal (RFP) #P080189-BF, for the supply and maintenance of **LONG DISTANCE TELECOMMUNICATION SERVICES, FOR VOICE & DATA AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA** for Travis County. All proposals must be submitted with an **Original and ten (10) copies** to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701, no later than **10:00 a.m., April 21, 2008**.

An optional pre-proposal conference is scheduled for April 10, 2008. The pre-proposal conference will start at 10:00 a.m. and will be held at Purchasing Office Conference Room, 314 West 11<sup>th</sup> Street, Suite 400 Texas 78701. Due to the importance of this project, we strongly urge all vendors to attend the optional pre-proposal conference.

**FOR ANY INFORMATION RELATED TO THIS RFP, THE PROPOSER MAY ONLY CONTACT CYD GRIMES, PURCHASING AGENT; OR BONNIE FLOYD, ASSISTANT PURCHASING AGENT. CONTACT WITH ANY OTHER PERSON ASSOCIATED WITH THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL  
LONG DISTANCE TELECOMMUNICATIONS SERVICES FOR VOICE AND DATA  
AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES  
INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA  
RFP # P080189-BF**

**DO NOT OPEN IN MAILROOM**

Your consideration of this request is appreciated.

Sincerely,  
TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M.  
Purchasing Agent

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**TRAVIS COUNTY  
REQUEST FOR PROPOSAL (RFP)  
LONG DISTANCE TELECOMMUNICATION SERVICES FOR VOICE AND DATA  
AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES  
INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA  
RFP # P080189-BF**

**PART I - GENERAL REQUIREMENTS**

**PART I, SECTION A - GENERAL INFORMATION/OVERVIEW**

**1.0 PURPOSE:**

Travis County, Texas seeks innovative proposals from qualified vendors interested in providing a one (1) year contract with (4) four options to extend for one year each, for **LONG DISTANCE TELECOMMUNICATION SERVICES FOR VOICE AND DATA AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA** for the County.

**2.0 BACKGROUND:**

The FCC and/or the Texas Public Utility Commission set out the customer service standards that govern the provision of these services. The present contractor providing these services is AT&T (formerly SBC).

**3.0 INCURRED EXPENSES:**

There is no expressed or implied obligation for Travis County to reimburse Proposers for any expense incurred in preparing proposals in response to this request, and Travis County will not reimburse anyone for these expenses. Travis County will consider proposals from all responsible Proposers.

**4.0 SUBMISSION OF PROPOSAL:**

4.1 To be considered, an **ORIGINAL SEALED PROPOSAL PLUS TEN (10) COPIES** must be received by **April 21, 2008 at 10:00 a.m.**, in the office of the Purchasing Agent. All proposals must to be addressed to:

**Cyd Grimes, C.P.M.  
Travis County Purchasing Agent  
314 West 11th Street, Room 400  
Austin, Texas 78701**

4.2 The envelope in which the proposal is enclosed must be marked:

**SEALED PROPOSAL  
LONG DISTANCE TELECOMMUNICATION SERVICES FOR VOICE AND DATA  
AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES  
INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA  
RFP # P080189-BF**

**DO NOT OPEN IN MAILROOM**

4.3 Proposals submitted by electronic transmission will not be considered; however, proposals may be modified by electronic transmission if the notice is received prior to the time and date set for the proposal opening and specific proposal prices are not exposed by the modification.

**5.0 PRE-PROPOSAL CONFERENCE SURVEY:**

An **optional** pre-proposal conference is scheduled for all prospective Proposers as follows:

DATE: April 10, 2008 TIME: 10.00 a.m.

PLACE: Purchasing Office Conference Room  
Granger Building  
314, West 11<sup>th</sup> Street, Suite 400  
Austin Texas 78701

- (a) **BY SUBMITTING A PROPOSAL, THE PROPOSER WARRANTS THAT IT IS FULLY SATISFIED THAT THESE SPECIFICATIONS, AS AMENDED IF APPLICABLE, ACCURATELY DESCRIBE OR INDICATE THAT ALL CONDITIONS, SITE OR OTHERWISE, HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE FEES THAT WILL BE CHARGED. THERE WILL BE NO CHANGES IN THE FEES BASED UPON THE PROPOSER'S MISUNDERSTANDING OR LACK OF KNOWLEDGE ABOUT THE INTENT OF THIS SOLICITATION.**
- (b) Proposers are encouraged to attend the pre-proposal conference and make their attendance a matter of record by completing a sign-in roster identifying the prospective Proposer, their name, and title of the attending representative.
- (c) The purpose of the pre-proposal conference is to insure:
- (i) Proposers have a clear understanding of County needs and gain familiarity with the County locations;
  - (ii) The accuracy of requirements, descriptions, and solicitation terms, conditions, and documents;
  - (iii) Proposers have an opportunity to identify any problems that might hinder or prevent the County from obtaining the proper services or equipment and supplies at a fair and reasonable price, as well as any issues that may inhibit a fair and accurate solicitation or restrict competition.
- (d) Proposers having questions concerning the RFP document shall submit them in writing to the County Purchasing Agent at the address shown on Page 1 of this solicitation or post them through RFP Depot. Questions shall be submitted not later than ten days preceding the due date set for receipt of proposals.

Any changes resulting from the pre-proposal conference that affect specifications or the scope of work, or that may require an extension to the bid opening date, will be reduced to writing in the form of an

amendment to this solicitation. Such amendments will be posted on RFP Depot, or, if requested in writing from the buyer, mailed to the requestor.

#### **6.0 LATE PROPOSALS OR MODIFICATIONS:**

Proposals and modifications received after the time set for the proposal submission will not be considered.

#### **7.0 WITHDRAWAL OF PROPOSALS:**

A proposal may not be withdrawn by the Proposer without the permission of Travis County for one hundred and twenty (120) calendar days following the date designated for the receipt of proposals, and Proposers agree to this by submitting a proposal.

#### **8.0 POINTS OF CONTACT:**

Information regarding the purchasing process, the contents of this RFP, or the technical requirements in Part II may be obtained from Bonnie Floyd, Assistant Purchasing Agent, Travis County Purchasing Office, Ned Granger Building, Suite 400, Austin, Texas, at telephone (512) 854-4173. Mention the RFP number at the top of this page.

#### **9.0 CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS:**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the requirements or other documents or any part thereof, he may submit a request for clarification to the Purchasing Agent at least TEN DAYS PRIOR to scheduled opening. All such requests shall be made in writing and the person submitting the request is responsible for its prompt delivery or posting as a question on RFP Depot. Any interpretation of the RFP will be made only by RFP Amendment duly issued. A copy of such RFP Amendment will be posted on RFP Depot or, if requested in writing from the buyer, mailed to each requestor.

#### **10.0 GENERAL CONDITIONS:**

Proposer shall thoroughly examine the specific requirements, schedules, instructions and all other contract documents. Proposals must set forth accurate and complete information as required by this RFP (including attachments). No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Travis County or the compensation to the Proposer.

By submitting a proposal, the Proposer warrants that it is fully satisfied that these requirements, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the offered price. There will be no change in the contract price based upon Proposer's misunderstanding or lack of knowledge about the intent of this solicitation.

#### **11.0 SECURITY COMPLIANCE**

In this paragraph 11, "Security Requirements" means all County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already

developed or deployed or subsequently developed or deployed and used by or for ITS including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard and Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard **and** “Security Safeguards” means any and all network security, computer security, software security, or information security safeguards, including security hardware, software, and appliances deployed by County.

**11.1 Network, Computer, and Information Security Compliance:** The goods and/or services solicited through this RFP must be and remain in compliance with applicable Texas law.

The documents comprising the Security Requirements may be obtained upon request from ITS and upon execution of a Travis County Non-Disclosure and Confidentiality Agreement.

**11.2 Certification of Compliance:** Proposer must perform a self-conducted compliance review of its goods and/or services and provide County, as part of the formal response, written certification in the form of a completed, signed, and dated compliance review checklist, attesting that Proposer’s goods and/or services are compliant with the Security Requirements and compatible with all Security Safeguards. An authorized official of the Proposer’s company must sign and date the compliance review checklist.

**11.3 Exceptions to Compliance Prior to Contract Award:** If the Proposer’s goods and/or services are not in full compliance, the Proposer may choose to provide a response to this request, noting the specific exceptions to compliance, the reasons for non-compliance, Proposer’s future intention to achieve compliance or reasons why compliance is not necessary or desirable, and/or other comments that County should take into consideration when evaluating the Proposer’s response.

**11.4 Ongoing Compliance until Contract Award:** Proposer’s goods and/or services must comply with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur between the time the Proposer’s response was submitted and the evaluation of responses and contract award. The Proposer’s initial response, including any maintenance and support services, must take into consideration ongoing compliance with the Security Requirements and the Security Safeguards.

If Proposer’s goods and/or services become non-compliant after the Proposer has submitted a response, either through no fault of County or in the event County revises the Security Requirements and/or the Security Safeguards and such revision causes the Proposer’s goods and/or services to be non-compliant, County has the option of accepting the non-compliance or requiring Proposer to make any necessary modifications or alterations to bring Proposer’s goods and services into compliance before completing the evaluation of the Proposer’s response and award of the Contract.

If County exercises its right to require compliance pursuant to the foregoing, Proposer may 1) withdraw Proposer’s response, or 2) be responsible for bringing the goods and/or services into compliance and for all costs incurred by Proposer in order to become compliant.

#### **11.6 Contract Compliance Requirements**

**Security compliance requirements during performance of the contract are included in 37.0 of the General Provisions in Part IV.**



**12.0 ETHICS POLICY:**

12.1 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that the County considers to be influential in this contract are called Key Contracting Persons and are listed in the Exhibit A to the Affidavit at the end of Part I. The transactions that are covered by the Ethics Policy are those that involve the following:

12.1.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

12.1.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

12.1.3 but do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public.

This policy requires a Proposer to inform Travis County of covered transactions with any Key Contracting Persons that have occurred in the year before the Proposer submits its proposals and to swear and submit the affidavit at the end of this section with their proposal. This policy also requires the selected Proposer to inform County of covered transactions with the Key Contracting Persons that occur at any time during the contract. If the selected Proposer does not comply with these information requirements, the selected Proposer must continue to perform the contract and forfeit all of the benefits of the contract as provided in 23.0 of the General Provisions in Part IV.

**13.0 HUB PROCUREMENT PROGRAM:**

13.1 Pursuant to the Travis County Historically Underutilized Business (HUB) Procurement Program, the Travis County Commissioners Court adopted goals for Certified HUB Subcontractor participation with an Overall 14.1% Minority-Owned Business Enterprise (MBE) goal and an Overall 15.0% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian-American*) to be observed by the County in its award of contracts and subcontracts to certified HUBs.

13.2 It is the policy of Travis County that HUBs have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors.

13.3 For purposes of HUB participation, Travis County counts the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.

13.4 The following section identifies the specific procedures to be followed with respect to this solicitation for proposals in compliance with the HUB Procurement Program.

**13.5 SECTION 1 - HUB PURCHASES**

13.5.1 To be eligible under this program, HUB Proposers and subcontractors must:

13.5.1.1 Be certified as HUB, M/WBE or DBE source by:

- (A) City of Austin Municipal Government,
- (B) Texas Unified Certification Program, or
- (C) State of Texas Building and Procurement Commission

13.5.1.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.

13.5.1.3 Identify the certifying agency and Item/Service for which is certified.

13.5.1.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.

13.5.1.5 Complete the HUB Declaration form in this RFP package.

13.5.2 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm is required to submit information in support of the firm's HUB status within a reasonable time. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent makes a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status remains accurately certified during the challenging procedure and is not changed unless or until a successful challenge is finalized. (See also Par. 9.0, "CLARIFICATION OR OBJECTION TO PROPOSAL REQUIREMENTS" in Part I, General Requirements, Section of this RFP.).

**PART I, SECTION B -REQUIRED DOCUMENTATION**

1.0 Travis County is seeking innovative proposals for the delivery of long distance services and will consider any combination of telecommunications services associated with the delivery of long distance services that are proposed. In particular, if the cost of long distance services is based on the number and length of each time these services are used, Travis County must ascertain whether any of the calls are personal. This requirement results in significant administrative expense to Travis County which Travis County would prefer to avoid. Therefore, Travis County will consider most favorably alternatives that provide long distances services for a fixed amount each month, either as a separately billed service or billed in association with one or more other services. Because of this, the services included in any proposal may vary greatly from other proposals, some of the following information may not apply because this type of service is not included in the proposal. In that case, merely note the requirement and indicate it is Not Applicable to show that you have considered the item.

2.0 Travis County is expecting services to be provided to, but not within Travis County, through Proposer owned equipment.

The following documentation must be submitted with the proposal. Paragraph 2.0 describes documentation that will be used in the evaluation of the proposal. Paragraph 3.0 lists other documents that must be submitted. **Please note this Section B may not address all documentation required by this RFP. The Proposer is cautioned to read the entire RFP to determine all requirements. TRAVIS COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.**

2.0 To achieve a uniform review process and to obtain a maximum degree of comparability, Travis County requires that proposals be submitted with a **master (marked “Original”) and ten (10) copies (marked “Copy”)**. They are to include the following:

2.1 Title Page

Title page must show the RFP subject; the Proposer’s name; the name, address, and telephone number of a contact person; and the date of the proposal.

2.2 Transmittal Letter

The transmittal letter must be a signed letter briefly addressing the Telecommunication Services being proposed:

- (1) Long Distance Services, Voice and Data Services,
- (2) Any Associated Telecommunications Services Including Local Dial Tone for Voice and Data and
- (3) The Proposer’s understanding of the work to be done, the commitment to provide the services within this RFP and any equipment required to provide those services and a statement explaining why the Proposer believes itself to be best qualified to provide the services required.

2.3 Detailed Proposal

The detailed proposal must address the ability to provide equipment and services for each requirement in Parts II through IV of this RFP. The description must include the equipment and services the Proposer is proposing to provide.

2.4 Proposer References

The Proposer must furnish at least three (3) references for which the Proposer has provided similar telecommunication services within the last five (5) years. (See Reference Verification Report, page 23) These references must include (a) a description of the services and location of the contract and (b) the name, address and telephone number of at least one (1) person that represents the Proposer's customer. Travis County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFP.

## 2.5 Description of Proposer

The Proposer shall provide a description of the company and all subsidiaries that will be providing services under the proposed contract, including the full legal name of the Proposer and each subsidiary, principal office address, contact person's telephone number and e-mail address. The description shall include the services the Proposer is authorized to perform, the number of Proposer's employees both inside and outside of Travis County, a description and location of service facilities, a description of Proposer's entity status, the number of customers of a comparable size to Travis County, the location of business office closest to Austin, number of operators in the company, including the number of bilingual operators, response time to answer a call, representative time for a call to be completed. The Proposer shall also include the length of time the Proposer has been in business and the length of time it has provided the type of telecommunications services being proposed and include brochures of information for the equipment that details the manufacturer's specifications. The Proposer shall detail the space requirements needed for all equipment proposed to be installed on County premises.

## 2.6 Proposer Representative

The Proposer shall include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical, functional, and contractual questions with respect to the proposal.

## 2.7 Other Required Documentation

### 2.7.1 **Proposers shall propose to provide long distance services for both voice and data and shall provide the following information:**

2.7.1.1 Provide explanations of how long distance charges are calculated for long distance services and, if charges for long distance services are bundled with charges for other services, the types of services that are bundled in determining the charges

2.7.1.2 If the charges are based on a limited amount of long distance usage, provide explanations of long distance charge calculations based upon calls made which include less than whole minute intervals, i.e. 10 seconds, 19 seconds, 29 seconds, 59 seconds etc. both for usage within the limit and usage exceeding the limit or outside of a bundled service.

2.7.1.3 Describe method used to notify Proposer's business service representative of any wrong number calls to avoid any charge.

2.7.1.4 If the charges are based on a limited amount of long distance usage, describe the type of reports available and the procedure used to produce the reports for a back-

billing system including a complete billing report (by extension and/or long distance authorization code) for departments and reports about calling destinations, average call times, average call expense, etc. to assist in long distance service planning.

2.7.1.5 Submit a comprehensive rate schedule with an explanation of how rates are calculated, i.e. incremental billing, rounding, volume discounts, etc. If prices are based upon current tariffed long distance rates, the proposer must provide an explanation of how rates will be adjusted, if the tariffed rates change during this contract. Requested rate schedules or cut sheets should be attached as an appendix.

2.7.1.6 Describe conference calling services that will be provided.

**2.7.2. Proposers who are proposing to provide associated services that include local dial tone, voice and data services shall:**

2.7.2.1 Furnish information about line quality relative to standards in Part II – Specific Requirements.

2.7.2.2 Explain in detail the type of redundancy provided included in their proposal for local service to insure service continuation to Travis County in the event of a fiber cut or network outage. Describe any compensation offered for outages.

2.7.2.3 Include a network diagram for local service.

2.7.2.4 Describe whether the Proposer is a reseller of the phone service or an owner of their own network.

2.7.2.5 Provide data related to overall network reliability to customers in the Austin area during the past year.

2.7.2.6 Describe the proposed process to implement disaster phone number routing.

2.7.2.7 Describe the process that will be used to provide Local Dial Tone Phone Service for non-networked Travis County facilities.

2.7.2.8 Explain how the proposer will provide service similar to Plexar to Travis County, if needed.

2.7.2.9 Provide pricing levels for circuits from 64k and in additional 64k increments.

2.7.2.10 Provide comparison pricing for private line T1's in place of existing Frame Relay T1 circuits.

2.7.2.11 Provide monthly statistics for the previous year of usage for a comparable size county or customer that includes information for each circuit and maximum bandwidth used per hour, average usage, and dropped packets.

**2.8 CUSTOMER SERVICE HISTORY**

All Proposers shall provide a description of the following information about customer service:

- 2.8.1 During the past 12 months, the quantity and category of customer complaints in Travis County. If no local service is proposed and no local service was provided, the same information for a comparable size county or customer, including the name of the county or customer, and contact information.
- 2.8.2 Procedure used to handle customer complaints, including average length of time to resolve the complaint.
- 2.8.3 Procedure used to reimburse the customer for incorrect billings; including the average length of time to effect reimbursement.
- 2.8.4 The number of service reports regarding station outages inside Travis County during the past 12 months for the types of equipment and services proposed, including the number of actual outages and time taken to effect repairs. If no local service was provided, list the same information for your best comparable sized county or customer. Name the county or customer and provide contact information.

## 2.9 INSTALLATION AND MAINTENANCE

Travis County is expecting selected proposer to provide services to, but not within Travis County, through vendor owned equipment. If replacement equipment is required for selected proposer to provide the services requested under this RFP, all Proposers shall:

- 2.9.1 Detail how the installation of replacement equipment will be coordinated with the removal of existing equipment, if required.
- 2.9.2 Describe the maintenance and quality assurance programs for all proposed telephone equipment and services to be installed.
- 2.9.3 Detail the method of determining service interruptions and service call priorities and itemize response time for each priority and the level of expertise devoted to each priority.
- 2.9.4 Demonstrate any proposed telephone equipment. Identify any special requirements and describe how you would propose such demonstrations.
- 2.9.5 Specify the number of support/maintenance technicians located in Travis County who are capable of installation and maintenance of each type of equipment or service proposed.
- 2.9.6 Provide the address of the nearest parts warehouse capable of providing parts and components for the repair of the equipment proposed and explain procedures for provision of parts.

## 2.10 OTHER INFORMATION

- 2.10.1 All Proposers shall provide statistics outlining the number of organizations to which they provide telephone services included in the proposal.

2.10.2 Proposer shall include any information that will provide insight to the evaluators regarding the qualifications, fitness, and abilities of the Proposer.

2.10.3 If the Proposer or its Parent company or any subsidiary that will be providing services under the proposal is currently, or in the past (3) years has been involved in any legal action related to telephone service or other services associated with this proposal, provide a synopsis with explanation of all parties allegations in the suite. Failure to address this matter will negatively impact the evaluation.

2.10.4 Include a notification of any federal or other debarment of the Proposer or its parent company or any subsidiary that will be providing services under the proposal, if any, in the past three (3) years.

## 2.11 ADDED VALUE SERVICES PROPOSED

The Proposer shall list and explain in detail any added value services offered to County by selection of its proposal, for example, options for cost savings, state of the art carrier features, handicap considerations, fax services, call messages, special calling cards.

## 2.12 FINANCIAL STRENGTH OF PROPOSER

Travis County is seeking Proposers with financial strength. Proposers' strengths will be determined based on the overall strength of the organization. Proposers are required to submit financial statements prepared in compliance with generally accepted accounting principles for the periods ending in 2005, 2006 and 2007. The statements must include the statement for the most recent year to date, with at least three quarters. If the Proposer is subcontracting to another firm, financial statements must be provided for that subcontractor. Travis County may verify financial statements through financial references and services that provide financial ratings.

Financial strength includes whether the company meets or exceeds the industry standards for the following financial ratios: acid-test ratio, coverage ratio, sales to net working capital, total liabilities to net worth, current ration, and A/R turnover.

## 2.13 SCHEDULES

This section should contain the completed schedules for fees and other charges and commissions and other revenues for the services provided. Proposer shall also provide an example of a billing statement that includes the elements in 2.6.13.

## 2.14 OTHER

Proposers may attach appendixes that contain the information indicated above, or other reference materials. Published financial statements, equipment cut sheets and other materials should be securely attached at the back of the proposal, preferably as an appendix.

3.0 Proposer must submit the following documents with the proposal:

3.1 \* Ethics Affidavit (including Attachments 1 and 2)

3.2\* HUB Declaration

- 3.3\* List of Certified HUB Subcontractors
- 3.4\* Reference Verification Report
- 3.5 Original of the Non-Disclosure and Confidentiality Agreement (Attachment C). See Attachment C for further instructions.
- 3.6 All other information required in this RFP.

\* These documents are included as attachments to this Part I, Section B.

Insurance documentation must be provided within ten (10) calendar days after award and before beginning work

**NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**



**ATTACHMENT 1**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Proposer: \_\_\_\_\_  
County of Proposer: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**March 24, 2008**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse)...	Donalyn Thompson-Biscoe	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Vacant	
Executive Assistant.....	Melissa Velasquez	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Sandra Ramos	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse) .....	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant.....	Robert Moore	
Executive Assistant.....	Martin Zamzow	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning ....	Christian Smith	
Exec Manager, Emergency Services .....	Danny Hobby	
Exec. Manager, Health/Human Services ....	Sherri E. Fleming	
Executive Manager, TNR .....	Joseph Gieselman	
Travis County Attorney . .....	David Escamilla	
First Assistant County Attorney ..	Randy Leavitt	
Executive Assistant, Civil Division.....	Jim Collins	
Director, Transactions Division ..	John Hille	
Attorney, Transactions Division ...	Tamara Armstrong	
Attorney, Transactions Division ...	Daniel Bradford*	
Attorney, Transactions Division ...	Mary Etta Gerhardt	
Attorney, Transactions Division ...	Barbara Wilson	
Attorney, Transactions Division ...	Jim Connolly	
Attorney, Transactions Division ...	Tenley Aldredge	
Attorney, Transactions Division ...	Julie Joe	
Attorney, Transactions Division ...	Christopher Gilmore*	
Attorney, Transactions Division ...	Stacy Wilson	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV .....	Diana Gonzalez	
Purchasing Agent Assistant IV .....	Lee Perry	
Purchasing Agent Assistant IV .....	Jason Walker	
Purchasing Agent Assistant IV .....	Richard Villareal	
Purchasing Agent Assistant IV .....	Oralia Jones, CPPB	
Purchasing Agent Assistant IV .....	Lori Clyde, CPPB	
Purchasing Agent Assistant IV .....	Vacant	

**CURRENT - continued**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant IV .....	Jorge Talavera, CPPB*	
Purchasing Agent Assistant III .....	Vania Ramaekers*	
Purchasing Agent Assistant III .....	Michael Long, CPPB	
Purchasing Agent Assistant III .....	Rebecca Gardner	
Purchasing Agent Assistant III .....	Rosalinda Garcia	
Purchasing Agent Assistant III .....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist .....	Betty Chapa	
HUB Specialist .....	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
ITS .....	Dain Herbat	
ITS .....	Jesse Gutierrez	
ITS .....	Larry Roberts	
ITS .....	Roy Weaver	
ITS .....	Tom Shane	
ITS .....	Walter LaGrone	
ITS .....	Sally Green	
ITS .....	Joe Harlow	
Auditor's Office.....	Sean O'Neal	
Planning and Budget Office.....	Randy Lott	

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Attorney, Transactions Division .....	Tom Nuckols .....	05/15/08
Purchasing Agent Assistant IV .....	Vic Chanmugam, C.P.M....	02/07/09
Executive Assistant.....	Dan Smith.....	02/15/09

\* - Identifies employees who have been in that position less than a year.

**ATTACHMENT 2**

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of **SERVICES** are as follows:

**Overall MBE Goal: 14.1%**; *Sub-goals:* 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal: 15.0%**

**To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.**

**Vendor/Contractor:** \_\_\_\_\_

Certified as a HUB or an MBE/WBE/DBE source:  Yes  No HUB Status (Gender & Ethnicity): \_\_\_\_\_

If yes, by whom:  State of Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS  
State: [www.tbpc.state.tx.us/cmbl](http://www.tbpc.state.tx.us/cmbl) City: [www.ci.austin.tx.us/purchase/default.htm](http://www.ci.austin.tx.us/purchase/default.htm) TUCP: [www.dot.state.tx.us/business/tucpinfo.htm](http://www.dot.state.tx.us/business/tucpinfo.htm)

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
*(DUPLICATE AS NECESSARY)*

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: \_\_\_\_\_% (List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (\_\_\_\_\_) \_\_\_\_\_

Subcontract Amount: \$u \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (\_\_\_\_\_) \_\_\_\_\_

Subcontract Amount: \$u \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_ HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency (Check all applicable):  Texas Building and Procurement Commission  City of Austin  Texas Unified Certification Program

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (\_\_\_\_\_) \_\_\_\_\_

Subcontract Amount: \$u \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

**REFERENCES VERIFICATION REPORT  
(must be submitted with proposal)**

**1.0** The References Verification Report is to be completed by Proposers submitting a proposal for providing Travis County with long distance telecommunications services, including voice and data services, and any associated services proposed including local dial tone for voice and data and is a required part of the proposal package. Please respond to all fields listed on the form. Additional pages may be added if more space is required. At the County’s discretion, an incomplete form may be justification for rejection of a proposal. The information provided may be verified prior to award.

**1.1** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

**1.2** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

**REFERENCES VERIFICATION REPORT continued**

**(must be submitted with proposal)**

Description of Service \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

**1.3** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Service: \_\_\_\_\_

Date of Service: \_\_\_\_\_

**PART I, SECTION C - ADDITIONAL INFORMATION**

**1.0 PRE-AWARD SURVEY:**

After proposal opening and prior to award, County reserves the right to make a pre-award survey of Proposer’s facilities and its operation to be used in the service and performance of this work. Proposer agrees to allow all reasonable requests for inspection of its facilities or operations with two (2) working days advance notice. Failure to allow an inspection is cause for rejection of a proposal as non-responsive. County reserves the right to reject facilities or equipment as non-responsive and unacceptable for performance as a result of the pre-award survey.

**2.0 PROPOSAL DISCLOSURE:**

Proposals will be opened so as to avoid disclosure of the contents to competing Proposers. They will be kept secret during the process of negotiation. However, all proposals will be open for public inspection after award. If identified by the Proposer, information that qualifies as trade secrets and confidential information under the Texas Public Information Act will remain confidential.

**3.0 SELECTION CRITERIA / EVALUATION FACTORS:**

Travis County is seeking Long Distance Services for Voice and Data Services but understands that Proposers may provide the best services and pricing for telecommunications services if they are combining Long Distance Services with Local Dial Tone, Voice and Data Services. Although these services can be provided by two different vendors, Travis County is willing to and interested in considering a single vendor if an appropriate proposal is submitted. The Evaluation process has been designed to consider all factors of relevance to Travis County. Each proposal will be evaluated for each service proposed. Travis County will consider several evaluation factors, of which financial impact is only one. Prompt payment discounts will not be considered in determining low proposals and making awards. It is possible that vendors submitting proposals may be invited to a negotiating session to explain further or perhaps to submit a BEST AND FINAL OFFER (“BAFO”). However, Travis County reserves the right to make award without discussion or inviting vendors to make a BAFO. Proposers are therefore encouraged to submit their best proposal. Evaluation factors and associated point values are listed in order of importance:

**EVALUATION FACTORS**

<b>EVALUATION CATEGORY DESCRIPTION</b>	<b>POINTS</b>
<b>Technical capabilities and services, including</b> <ul style="list-style-type: none"> <li>• Capabilities</li> <li>• Reliability</li> <li>• Versatility</li> </ul>	200
<b>Compliance with Travis County Security Requirements (See section 37, Part IV – General Provisions), including</b>	150



<ul style="list-style-type: none"> <li>• Information security policies</li> <li>• Standards</li> <li>• Specifications</li> <li>• Guidelines</li> <li>• Processes</li> <li>• Procedures</li> </ul>	
<b>Customer Service</b> , including <ul style="list-style-type: none"> <li>• History</li> <li>• Policy</li> <li>• Hardware availability</li> <li>• Service availability</li> </ul>	150
<b>Financial Impact</b> , including <ul style="list-style-type: none"> <li>• Reduction in County administration costs</li> <li>• Cost</li> </ul>	125
<b>General Qualifications</b> , including <ul style="list-style-type: none"> <li>• Performance History (References)</li> <li>• Financial stability</li> </ul>	50
<b>General responsiveness to RFP requirements</b>	25
<b>Total</b>	700

4.0 **METHOD OF AWARD:**

- 4.1 The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of cost and other evaluation factors in this section.
- 4.2 In consideration of the proposals, Travis County reserves the right to select one or more acceptable Proposers who offer services and contractual terms and conditions most favorable to Travis County.
- 4.3 Travis County reserves the right to award only a portion of the RFP.

**PART I, SECTION D - NEGOTIATIONS****1.0 NEGOTIATIONS:**

- 1.1 The Purchasing Agent shall supervise all negotiations.
- 1.2 Discussions may be conducted only with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
- 1.3 Proposers may be required to submit additional data during the process of any negotiations.
- 1.4 Travis County reserves the right to negotiate the price and any other term with the Proposers.
- 1.5 Any oral negotiations must be confirmed in writing prior to award.

**2.0 DEVIATIONS:**

Requirements stated in this RFP shall become part of the contract resulting from this RFP unless the Proposer expressly requests a deviation for each specific aspect of the requirements and contract provisions about which the Proposer will be seeking to negotiate alternate requirements or provisions. Any requests for deviations from these requirements or contract provisions must be specifically defined by the Proposer in the proposal. If acceptable to County after negotiation, the deviation as negotiated becomes part of the contract. Travis County reserves the right to modify the requirements of this RFP.

**3.0 REJECTION OF PROPOSALS:**

- 3.1 County expressly reserves the right to:
  - 3.1.1 waive any defect, irregularity or informality in any proposal;
  - 3.1.2 reject or cancel any proposal or parts of any proposal;
  - 3.1.3 award contracts to one or more Proposers; or
  - 3.1.4 procure the services in whole or in part by other means.

**4.0 PROTESTS:**

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of

receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

**NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, BECOME THE CONTRACT.**

**PART II – SPECIFIC REQUIREMENTS**

**1.0 SCOPE OF TECHNICAL CAPABILITIES AND SERVICES REQUIRED FOR LONG DISTANCE SERVICES, VOICE AND DATA:**

- 1.1 Long distance service, 1 + dialing, shall be available to all areas within the United States, Canada, Virgin Islands, and Puerto Rico.
- 1.2 Long distance service, 1 + and operator assisted dialing, shall be available to Mexico and all other countries outside of the United States.
- 1.3 Long distance service for voice and data shall be available and compatible with all current and future infrastructures, including ISDN, T1 and frame
- 1.4 The line quality shall be as clear and crisp as a local call. The minimum permissible service grade shall be P.02.
- 1.5 Contractor shall provide a toll-fraud watch-dog service that highlights stereotypical fraudulent calling patterns to Travis County as well as commit that Travis County is not liable for any long-distance charges resulting from toll-fraud.
  - 1.5.1 Provide long distance, which shall be included in the voice and data services.
  - 1.5.2 Not charge for wrong number calls if the call is terminated within 20 seconds and the Contractor's business service representative is notified.
  - 1.5.3 Not charge for unanswered calls.
  - 1.5.4 Allow 0+ and 1-800/888-type calls at no cost to the County.
  - 1.5.5 Allow for local and long distance "information" calls, to be charged back to the calling department.
  - 1.5.6 Not charge for any installation fees, recurring service fees, access fees or minimum monthly charges.
  - 1.5.7 Not make any charge, unless it is specifically set forth in the contract.
  - 1.5.8 Not require any disconnect or termination fees during the contract duration.
  - 1.5.9 Provide all software and services necessary to

- 1.5.9.1 install or provide a back-billing system for all long distance charges that exceed the maximum billable as part of the bundled services or as a single unit and
  - 1.5.9.2 provide a seamless mechanism to electronically import Contractor detail about long distance usage for departments to generate a complete billing report by extension number or long distance authorization code that is able to produce reports about calling destinations, average call times, average call expense, etc. for assistance in long distance service planning.
- 1.5.5 Shall provide in-bound "1-800" type services that shall identify source and destination telephone number for departmental billing for access to the Travis County departments that request it at the same rate or a lower rate than County administrative long distance
- 1.5.6 Provide "Calling Cards" for persons designated by Travis County that allow those designated persons to place long distance calls when away from Travis County facilities without any additional charges at the rates applied to calls placed from a County telephone.
- 1.5.7 Provide Toll-free access to calling card services to allow use of a calling card from any call station for both domestic and international calls.
- 1.5.7 By the 15<sup>th</sup> day after the last day of the billing cycle, provide three hard copy monthly billing reports and the monthly billing report in an electronic format suitable for import into the Contractor-provided billing system that shall show: date, time, city, state, area code, number called, duration of call and cost according to the personal identification number and department placing the call. If the charges for long distance usage are based on a limited amount of usage, a breakdown of all long distance calls including personal identification number and calling card made per department both for usage within the limit and exceeding the limit and outside of any bundled services.
- 1.6 In the event of outages, malfunctions or other problems, Travis County shall assign a priority to each trouble report. For a priority One, which applies if there is a 100% outage, Contractor shall respond within ten minutes with a resolution in four hours. For a priority Two event, which applies if there is a major outage or malfunction, Contractor shall respond within 30 minutes with resolution by close of the next business day. For a priority Three, which applies if there an issue or a question, Contractor shall respond within 30 minutes with a resolution in three business days.
- 1.7 If charges are based on a limited amount of usage, Contractor shall:
- 1.7.1 Provide international region rates.
  - 1.7.2 Provide a single rate for domestic services.

**2.0 IF ASSOCIATED TELECOMMUNICATION SERVICES ARE PROPOSED AND THESE INCLUDE LOCAL VOICE AND DATA SERVICES:**

- 2.1 Contractor shall provide a minimum 13 PRI's, digital T1 circuits, fully equipped with 23 "B" channels and 1 "D" channel. Currently, 10 are located at 501 West 11<sup>th</sup> Street and 3 are located at 5501 Airport Blvd., Austin, TX. Travis County plans to have the 13 PRI's equally distributed at 501 West 11th Street and 5501 Airport Blvd., Austin TX within the near future. The T1's shall be brought in and demarc at 501 West 11th Street, the Travis County Court House, Annex (Gault Building), Data Center and at 5501 Airport Blvd., Austin TX.
- 2.2 The T1's shall be equipped and configured with B8ZS / ESF.
- 2.3 Service shall support both outgoing and incoming DID calls into the Travis County network and shall provide number portability for all existing telephone numbers.
- 2.4 The exchange/prefix 854, which Travis County has contracted with AT&T for the continuing right to use, will be used as DID numbers for the Travis County network.
- 2.5 Services provided shall insure that circuits are programmed to present ten digits via D-channel to the Travis County network for number identification and five digits out pulsed for DID extension calls.
- 2.6 Circuits proposed shall be able to interface with current and new telecommunications systems without causing Travis County to incur additional hardware cost.
- 2.7 Contractor shall:
  - 2.7.1 Provide redundancy to insure service continuation to Travis County in the event of a network outage and provide the compensation for outages.
  - 2.7.2 Configure the network service to be installed for Travis County according to the Travis County network specifications.
  - 2.7.3 Provide three copies of all documentation pertaining to identification, configuration and installation of all circuits.
  - 2.7.4 Provide disaster phone number routing.
  - 2.7.5 Provide Local Dial Tone Phone Service for non-networked Travis County facilities at the locations in Attachment B.
  - 2.7.6 Incorporate manufacturer's warranty into its service procedure and parts and ensure that Contractor's service procedure and parts are compatible with existing services, accessories, and peripherals.

- 2.7.7 Contractor shall bear any cost for restoring services compatibility and returning and restocking for service.
- 2.7.8 Provide support for all services to Travis County for duration of the contract after completion of work and County's acceptance.
- 2.7.9 Guarantee that critical repair parts are obtainable and on the affected site within two hours after a report of trouble when repairs are deemed critical by the Travis County Telecommunications Manager or designee.
- 2.7.10 Guarantee that non-critical repair parts are obtainable and on the affected site within twenty-four hours after a report of trouble when repairs are deemed non-critical by the Travis County Telecommunications Manager or designee.
- 2.7.11 Provide a single point of contact to report all service failure or service change.
- 2.7.12 Successfully evaluate and complete any required system repairs within four hours after arrival of an authorized maintenance personnel unless one of the following exceptions apply:
  - 2.7.12.1 If additional parts are required and are not available within a 100-mile radius of the affected location, then a repair must be complete within twenty-four hours when deemed to be an emergency by the Travis County Telecommunications Manager or designee and within seventy-two hours for non-emergency situations.
  - 2.7.12.2 If a repair involves the services of a public utility that does not respond in a timely manner, Contractor must complete the repair within four hours after restoration of service by the public utility.
- 2.7.13 Provide services that are ADA compliant, such as TTY / TDD and hearing aid compatible services.
- 2.7.14 Not require any disconnect or termination fees during the contract duration.
- 2.7.15 Notify Travis County 60 days in advance of any rate change in the service delivery.
- 2.7.16 Provide all monthly billing in an electronic format suitable for import into the County's billing system as well as three (3) hard copy reports to Travis County by the 15th day after each billing cycle. The billing information provided shall show date, account activity, long distance call detail and phone number or circuit ID.
- 2.7.17 Provide and meet bandwidth. Provide migration paths to meet future demands for each Travis County site, with connectivity through various

transmission methods to the Travis County network for specific communications. These services include WAN data services.

- 2.7.18 Assist and advise Travis County in determining the best, secure and most economical usage of services.
- 2.7.19 Provide monitoring, diagnosis, security and restoration of services delivered to Travis County voice and data networks.
- 2.7.20 Not charge for any installation fees, recurring service fees, access fees or minimum monthly charges.
- 2.7.21 Not require County to pay any charge, except those specifically set forth in the contract.
- 2.7.22 Provide Internet options available at County's request.
- 2.7.23 Provide a monthly statistics report of usage for each circuit and the maximum bandwidth used per hour, average usage, and dropped packets.

### **3.0 INSTALLATION AND MAINTENANCE**

- 3.1 Contractor shall provide installation and maintenance.
- 3.2 Contractor shall not disrupt county telephone service during installation.
- 3.3 County reserves the right to:
  - 3.3.1 Approve all services prior to installation.
  - 3.3.2 Check each installation made by the Contractor to ensure the work conforms to the County's standards for wiring and placement of the services.
  - 3.3.3 Approve each new service.
- 3.4 Contractor shall alter any installations that do not conform to County standards.
- 3.5 Contractor may install services or services at a new location only after receiving County approval.
- 3.6 After installation, any wiring installed becomes the property of Travis County.
- 3.7 Contractor shall be responsible to work with the Local Exchange Carrier to deliver services to existing and new Travis County sites.

### **4.0 CONTRACTOR CHANGEOVER**



Contractor shall pay all costs of implementing their services, and of changing from the incumbent contractor to the services of the Contractor.

**PART III - SPECIAL PROVISIONS**

- 1.0. **TERM OF CONTRACT:** The contract commences upon award by the Commissioners Court or October 1, 2008, whichever is later. The Contractor shall begin providing the services under this contract effective October 1, 2008. The term of this contract ends September 30, 2009 unless County exercises any of its options to extend the contract.
- 2.0. **OPTION TO EXTEND:** County may unilaterally extend this contract for (i) four (4) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”). All provisions of this contract, except for term, shall remain unchanged and in full force and effect. County may not exercise an Option to Extend no sooner than ninety (90) days before expiration of the then current term. The total term of this contract, including the Options to Extend, shall not exceed sixty-three (63) months. County may exercise all or a portion of the Options to Extend in any combination it deems appropriate.
- 3.0. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the county staff person named below acts as contract administrator on behalf of Travis County:

Walter LaGrone (or successor or designee)  
System & Network Operations Manager  
501 W. 11<sup>th</sup> Street,  
Austin Texas 78701  
(512) 854-4890

- 4.0. **IMPLIED SERVICES:** If any services, functions or responsibilities not specifically described in this contract are required for the proper performance of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described in this contract. Except as otherwise expressly provided in the contract, Contractor is responsible for providing the equipment, personnel and other resources as necessary to provide the services.

**PART IV - GENERAL PROVISIONS****1.0 GENERAL DEFINITIONS:**

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.4 "Is doing business" and "has done business" mean:
  - 1.4.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
  - 1.4.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.4.3 but does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- 1.5 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.7 "County" means Travis County, a political subdivision of Texas.
- 1.8 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
  - 1.8.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and

- 1.8.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.

## 2.0 **GENERAL CONDITIONS:**

Contractor represents that it has thoroughly examined the requirements, drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the contract conditions.

## 3.0 **CONTRACTOR CERTIFICATIONS:**

- 3.1 Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership and does not contemplate the same, and that it has not filed for bankruptcy. It further certifies that Contractor is not currently delinquent with respect to payment of property taxes within Travis County.
- 3.2 Contractor warrants that all applicable copyrights and licenses which may exist on equipment and materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract. Contractor shall indemnify County, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing licenses or copyrights applicable to equipment and materials used in this contract.

## 4.0 **DISPUTES AND APPEALS:**

The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

**5.0 RESERVED****6.0 FUNDING OUT:**

Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) days written notice that this Contract is terminated due to the failure to fund it.

**7.0 INVOICING/PAYMENTS:**

7.1 Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

7.2 Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor  
P.O. Box 1748  
Austin, Texas 78767

7.3 Invoices shall include at least the following information:

- 7.3.1 name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address;
- 7.3.2 County Contract number;
- 7.3.3 identification of products or services as outlined in this Contract;
- 7.3.4 quantity or quantities, applicable unit prices, total prices, and total amount;  
and
- 7.3.5 any additional payment information called for by this Contract.

7.4 Partial payments will not be made unless specifically requested and approved by County in this Contract.

7.5 Payment shall be deemed to have been made on the date of mailing of the check or warrant. Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

**8.0 RESERVED:****9.0 DISCOUNTS:**

In connection with any payment discount offered, time will be computed from the date of receipt of satisfactory supplies or services or from the date a correct invoice in compliance with this contract is received, whichever is the later date. Payment is deemed

to have been made on the date of mailing of the check, or warrant.

**10.0 OFFICIALS NOT TO BENEFIT:**

If a member of the Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

**11.0 COVENANT AGAINST CONTINGENT FEES:**

Contractor warrants that no persons or selling agency has been retained to solicit this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**12.0 ASSIGNMENT:**

12.1 Assignment. County and Contractor shall not assign any of the rights or obligation under this contract without the prior written consent of the other. No official, employee, representative or agent of County has the authority to approve any assignment under this contract unless that specific authority is expressly granted by Commissioners Court.

12.2 Successors Bound. The terms, provisions, covenants, obligations and conditions of this contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this contract if the assignment or transfer is made in compliance with the provisions of this contract.

12.3 If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

**13.0 FORCE MAJEURE:**

If the performance by either party of any of its obligations under this contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

**14.0 TERMINATION FOR DEFAULT:**

Failure by either County or Contractor in performing any provisions of this contract shall constitute a breach of it. Failure by Contractor to carry out the County HUB Procurement

Program is a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days constitutes a default. The defaulting party has twenty (20) calendar days within which to show cause why this contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent or County Attorney at the addresses provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

#### 15.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this contract upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for Convenience shall not be made when termination is authorized under any other provisions of this contract, and termination for convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source. In the event of such termination the County shall pay the Contractor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Contractor is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Contract, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated to be made hereunder.

#### 16.0 **CHANGES:**

16.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this contract in any one of the following:

16.1.1 Description of services;

16.1.2 Place of delivery;

16.1.3 Any aspect of contract to correct errors of a general administrative a nature or other mistakes, the correction of which does not affect the scope of the contract and does not result in expense to the Contractor.

16.2 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

16.3 If any change under 16.1 causes an increase or decrease in the cost, or time required for performance of any part of the work under this Contract, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Contract. The Contractor must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

16.4 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

**17.0 COUNTY ACCESS:**

Contractor shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this Contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. These include all costs; both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

**18.0 SUBCONTRACTS:**

18.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this contract without the prior written approval or the prior written waiver of this right of approval from County. Contractor acknowledges that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that specific authority by the Commissioners Court.

18.2 If a subcontract is approved, Contractor must make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be



subcontractors under this contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

**19.0 MONITORING:**

County reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms of this contract, and of the adequacy and timeliness of Contractor's performance under this contract. After each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

**20.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:**

Contractor must not transfer or assign any part of or right or interest in this contract, directly or indirectly, voluntary or involuntary without the express written approval of the Commissioners Court. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.

**21.0 CIVIL RIGHTS/ADA COMPLIANCE:**

Contractor shall provide all services and activities required by this Contract in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

**22.0 GRATUITIES:**

County may terminate this contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County official or employee with a view toward securing favorable treatment with respect of this contract. If this contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

**23.0 FORFEITURE OF CONTRACT:**

23.1 Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

23.1.1 Contractor was doing business at the time of submitting its proposal or had done business during the 365 day period immediately prior to the date on which its proposal was due with one or more Key Contracting Persons if Contractor has not disclosed the name of any such Key Contracting Person in its proposal which is expressly incorporated in this contract; or

23.1.2 Contractor does business with a Key Contracting Person after the date on which the proposal that resulted in this contract was due and prior to full performance of the Contract.

#### 24.0 NOTICES:

24.1 Any notice required or permitted to be given under this contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

24.2 The address of County for all purposes under this contract shall be:

**Cyd Grimes, C.P.M.**  
**Purchasing Agent**  
**P.O. Box 1748**  
**Austin, Texas 78767-1748**

With copies to (registered or certified mail with return receipt is not required):

**Honorable David A. Escamilla (or his successor in office)**  
**Travis County Attorney**  
**P.O. Box 1748**  
**Austin Texas 78767-1748**

and to:

**Honorable Samuel T. Biscoe (or his successor in office)**  
**County Judge**  
**P.O. Box 1748**  
**Austin, Texas 78767-1748**

24.3 The address of the Contractor for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

24.4 Each party may change the address for notice to it by giving notice of the change in compliance with 24.0.

#### 25.0 CONSTRUCTION OF CONTRACT:

- 25.1 Law and Venue. This contract is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract lies in the appropriate court of Travis County, Texas.
- 25.2 Severability. If any portion or portions of this contract are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 25.3 Headings. Headings and titles at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in interpreting this contract.
- 25.4 Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday in November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other schedule that may be adopted for national implementation of Daylight Savings Time in the future.
- 25.5 Gender and Number: Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

**26.0 ENTIRE CONTRACT:**

All oral and written agreements between Contractor and County relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

**27.0 CONTRACTOR INDEMNIFICATION:**

Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this contract.

**28.0 RESERVED:**

**29.0 ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following descending order:

Terms and Conditions of Request of Proposal;  
 General Provisions;  
 Other provisions, whether incorporated by reference or otherwise; and  
 The Specific Requirements.

**30.0 ADDITIONAL GENERAL PROVISIONS:**

- 30.1 County may assign any of its obligations under this contract.
- 30.2 Contractor must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this contract.
- 30.3 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 30.4 Contractor must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Contractor.
- 30.5 Despite anything to the contrary in this contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor hereby assigns the portion of the amount owing to it under this contract that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

**31.0 DESIGNATED COUNTY HOLIDAYS 2008:** Services must be provided on all holidays but no deliveries will be accepted on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

**HOLIDAY SCHEDULE 2008**

1.	New Years Day	Tuesday	January 1, 2008
2.	Martin Luther King Jr. Day	Monday	January 21, 2008
3.	Presidents' Day Observed	Monday	February 18, 2008
4.	Memorial Day	Monday	May 26, 2008
5.	Independence Day	Friday	July 4, 2008
6.	Labor Day	Monday	September 1, 2008
7.	Veteran's Day	Monday	November 11, 2008
8.	Thanksgiving Day	Thursday	November 27, 2008
9.	Friday after Thanksgiving	Friday	November 28, 2008
10.	Christmas Season	Thursday	December 25, 2008
11.	Christmas Season	Friday	December 26, 2008

**32.0 MEDIATION:**

When mediation is acceptable to both parties in resolving a dispute arising under this contract, County and Contactor shall use a mutually agreed upon mediator or a person

appointed by a court of competent jurisdiction for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both are satisfied with the result of the mediation, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both County and Contractor agree, in writing, to waive the confidentiality.

**33.0 CONFLICT OF INTEREST QUESTIONNAIRE:**

Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment A as required by Section 176.006, Tex. Loc. Gov't Code. Contractor shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2008, and each year thereafter for the duration of this contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, Contractor shall submit an updated Questionnaire. Contractor should note that the law requires County to provide access to this Questionnaire on the official Travis County Internet website.

**34.0 NON-WAIVER OF DEFAULT:**

34.1 The waiver of a breach of any term or condition of this contract is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of this Contract unless expressly granted that specific authority by Commissioners Court.

34.2 All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Exercise of any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

**35.0 CERTIFICATION OF ELIGIBILITY:**

Contractor certifies that at the time of submission of its proposal, it was not on the Federal Government's list of suspended, ineligible, or debarred contractors and that it has not been placed on this list between the time that its proposal was submitted and the time of execution of this contract. If the Contractor is placed on the list during the term of this contract, Contractor shall notify the Purchasing Agent. False certification or failure to notify may result in terminating this contract for breach.

**36.0 INSURANCE AND LIABILITY:**

During this contract, Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award and within ten (10) calendar days of each renewal of the insurance. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
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<u>Worker's Compensation:</u>	Statutory
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**37.0 SECURITY COMPLIANCE:**

In 37, “**Security Requirements**” means all County network, computer, software, and information security policies, standards, specifications, guidelines, processes and procedures already developed or deployed or subsequently developed or deployed and used by or for the ITS including but not limited to the Travis County Asset Management Policy, Lifecycle Management Standard, Configuration Management Standard, Change Control Standard, and System Development Lifecycle Standard and Travis County Government Asset Protection Policy, Access Control Standard, Remote Access Standard, Security Awareness Policy, and Third Party Security Awareness Standard and “**Security Safeguards**” means any and all network security, computer security, software security, or

information security safeguards, including security hardware, software, appliances deployed by County.

All hardware connected to the Travis County network and all software running on such hardware must comply with the following Information Security Compliance requirements of the ITS:

- 37.1 **Network, Computer, and Information Security Compliance:** The goods and/or services provided under contract shall be and remain in compliance with all Security Requirements and applicable Texas law.
- 37.2 **Initial Compliance:** Contractor's goods and/or services shall comply with the Security Requirements. Contractor's goods and/or services must operate with and be compatible with the Security Safeguards.
- 37.3 **Ongoing Compliance Upon Execution of Contract:** Contractor's goods, services, practices, and/or procedures must remain in compliance with the Security Requirements and compatible with the Security Safeguards, including complying with any and all modifications and/or additions to the Security Requirements and/or Security Safeguards that may occur throughout the term of the Contract.

County shall notify Contractor of any and all modifications or additions to the Security Requirements or Security Safeguards that may occur throughout the contract term and compliance with these modification or additions shall not be required of Contractor until 37.3 is complied with by both parties if Contractor is timely in its compliance.

Contractor shall provide the required hardware, software, materials, expertise, and/or labor required to ensure ongoing compliance of the Contractor-provided goods and/or services with the Security Requirements, including operability and compatibility with the Security Safeguards as a part of ongoing maintenance and support.

Contractor-provided goods, services, practices, and/or procedures must be accredited by the ITS Security Manager before being connected into the Travis County Government Network or placed into any County production operation environment. Accreditation is achieved by undergoing a Security Assessment that shows the Contractor supplied goods and/or services are compliant with the Security Requirements and Security Safeguards. This security evaluation of the specific solutions covered by the contract may reveal aspects of the architecture, implementation, operation, maintenance, and/or other aspect of these solutions that may necessitate incorporating additional solution-specific information security requirements to protect County computers, networks, software, information, and facilities.

- 37.4 **Notification of Non-Compliance or Incompatibility:** If Contractor determines, at any time during the contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements

and/or are not compatible with County's current Security Safeguards, Contractor shall notify the ITS Help Desk by no later than the end of the business day following the confirmation by the Contractor of the non-compliance or incompatibility.

If the County determines at any time during the contract term, that Contractor's goods, services, practices, and procedures do not comply with County's current Security Requirements and/or compatibility with County's current Security Safeguards, County shall notify Contractor by no later than the end of the business day following the confirmation by Contractor of the non-compliance or incompatibility.

37.5 **Remedy of Non-Compliance or Incompatibility:** If either County or Contractor are notified of a non-compliance and/or incompatibility with the Security Requirements or Security Safeguards in effect at the execution of this contract, Contractor shall:

37.5.1 Determine the effort and cost to bring Contractor's goods, services, practices, and procedures into compliance and compatibility;

37.5.2 Provide a draft working plan, including schedule, work effort and cost details, to remedy the non-compliance or incompatibility to the County no later than 5 working days after notification of the non-compliance and/or the incompatibility to County has been confirmed.

County, at its sole discretion, shall determine whether Contractor must bring some, all, or none of the non-compliant or incompatible Contractor's goods, services, practices, and procedures into compliance with County's current Security Requirements and/or into compatibility with County's current Security Safeguards. Any instance of non-compliance or compatibility that County does not require to be brought into compliance or compatibility will be noted as an exception. County may choose, in its sole discretion, at any time, to remove the exception and require compliance and/or compatibility.

Contractor shall be responsible for all costs associated with bringing Contractor-supplied goods, services and/or Contractor processes and practices into compliance with the Security Requirements and compatibility with the Security Safeguards.

County may, at its sole discretion, provide some, all or none of the hardware, software, materials, expertise, and labor that may be required from time to time to bring Contractor-supplied goods, services, practices, and/or procedures into compliance with the Security Requirements and the Security Safeguards.

37.6 **Connectivity and Access to County Network, Systems, Software, and/or Information:** Contractor and Contractor personnel who are providing and/or maintaining goods and/or services, and who may from time to time access County systems, networks, software, and/or information, must be familiar with, and comply with the Security Requirements that pertain to and govern access to



County computers, networks, software, and information.

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name:

Its Duly Authorized Agent

Date: \_\_\_\_\_

**TRAVIS COUNTY:**

By: \_\_\_\_\_

Samuel T. Biscoe

Travis County Judge

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**AVAILABILITY OF FUNDS CONFIRMED:**

\_\_\_\_\_  
Susan Spataro, Travis County Auditor

Date: \_\_\_\_\_

**COMPLIANCE WITH LAW AND POLICY CONFIRMED AND APPROVED:**

\_\_\_\_\_  
Cyd V. Grimes, C.P.M., Travis County Purchasing Agent

Date: \_\_\_\_\_

**ATTACHMENT A**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>For vendor or other person doing business with local governmental entity</b></p>	<p><b>FORM CIQ</b></p>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p align="center"><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of person doing business with local governmental entity.</p>	
<p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p><b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**Page 2**

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6 Describe any other affiliation or business relationship that might cause a conflict of interest.**

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

ATTACHMENT B

Location Name	Location Address	PRI's Smart T1's	Local Central Office Trunk (COT)	Networked Voice	Non-Network Voice	GAATN	Frame Relay	ISDN	Point to Point T1	CHI Printer Circuits	Alarm, Elevator POTS Lines
9th Street	209 West 9th St (to vacate)			X		X					
Ag. Extension Serv	1600 Smith Road		1	X		X					
Alternative Learning Ctr	900 Neal Road		4				T1				
APD	715 E 8th St						T1				
Bank of America Bldg	2501 Congress Ave			Rem		Campus			2		1
Chase Bank Bldg	700 Lavaca			Rem		X			2		
CJC (Hub)	509 West 11th		4	X				X	2		5
Collier / Gore / TCSO East Sub Command	7811 Burluson - Manor Road		4	X			2-T1		1		
Courthouse - ( Hub)	1000 Guadalupe	10	45	X		X					3
Courthouse - Annex	511 West 11th						DS3				4
CPS - Summit	14000 Summit Dr						T1				
DRO	1010 Lavaca		1	X					1		2
Eastside Service Ctr (Proposed)	Hwy 969			X							
Executive Office Building (EOB)	411 West 13th		12	X		Campus					2
Gardner Betts	2515 S Congress		16	X		X			2		4
Granger Building	314 West 11th Street										2
HHS Del Valle	3518 FM 973 S.		7	X	X		T1				
HHS Jonestown	18649 FM 1431		6		X		T1				
HHS Manor	600 W Carrie Manor		7		X		T1				
HHS Palm Square	100 N IH 35		8	X		X					
HHS Pflugerville	15822 Foothills Farm Loop		15		X		T1				
HHS Weatherization	5021 E Ceasar Chavez		3	X	X	X			1		
Medical Examiners	1213 Sabine		3	X		X			1		1
Mental Health Unit	4110 Guadalupe Bldg 631		1	X			T1		1		
Mental Health Unit	4110 Guadalupe Bldg 784						T1				
Nootsie Park	9512 FM 620 North		5				T1				
Post Road	2201 Post Rd		1						1		1
Precinct 1	1811 Springdale		7	X	X	X			1	b	
Precinct 2	10409 Burnet Road		6	X		X				a	
Precinct 3	8656 Hwy 71 West		8	X	X	X				a	2
Precinct 4	4011 McKinney Falls Parkway		8	X		X				b	1
Precinct 5	1003 Guadalupe		1			Campus					
Reimers Ranch	23610 Hamilton Pool Rd		5								
Ruiz Bldg	5555 Airport Blvd		2	X		X					2
CSCD (Proposed)	4920 N IH 35		2	X			T1		1		
SAT 1	9301 Johnny Morris		1	X		X	T1				
SAT 2	4501 FM 620 N.		8		X		T1				
SAT 3	14624 Hamilton Pool Rd		6		X		T1				
SAT 4	5412 Lockhart Hwy		4	X			T1		OPX		
SMART Facility	3404 S. FM 973		1	X		X					
Starflight	7800 Old Manor Road		4	X		X					
State Jail	8101 FM 969		4				T1				
Tax ofc / County Clerk (Hub)	5501 Airport Blvd	3	7	X		X	DS3			a	3
TCSO West Sub Command	3800 Hudson Bend		4	X			2-T1		1		
Travis County Corrections Center (TCCC)	3614 Bill Price Road		21	X		X		X			
Travis County Expo Center	7311 Decker Lane		7		X		T1				1

Attorney General Office 4044 Promontory Point

\*\* a, b, c are 9.6 circuits

c

Site information is dated 3/11/08  
and is subject to change.

**ATTACHMENT C****Non-Disclosure and Confidentiality Agreement for Documents Comprising the ITS Security Requirements**

**Instructions:** After signing this document, please return to Bonnie Floyd via Fax at 512-854-9185 or via email at [bonnie.floyd@co.travis.tx.us](mailto:bonnie.floyd@co.travis.tx.us). Upon receipt of the signed document, the requested information will be forwarded. The original signed NDA should be returned with vendor's RFP response.

1. In the interest of obtaining all information relevant for purposes of providing the requested goods and/or services in connection with RFP # P080189-BF, **LONG DISTANCE TELECOMMUNICATION SERVICES FOR VOICE & DATA AND ANY ASSOCIATED TELECOMMUNICATIONS SERVICES INCLUDING LOCAL DIAL TONE FOR VOICE AND DATA** (the "RFP"), the undersigned<sup>1</sup> hereby agrees, to the extent permitted by law, to treat confidential any and all information furnished to the undersigned, but in any event the information contained in the specific documents listed in "Documents Currently Comprising the Travis County Information Security Policies and Standards" (the "Confidential Information").

The undersigned agrees to treat the Confidential Information as confidential during their review of the RFP and any associated documents; during formulation and delivery of a formal response to the RFP; and during any other associated tasks or functions related to this phase of the Travis County procurement process (including negotiations of any modifications, amendments, addenda or extensions of or to the RFP) and in perpetuity thereafter.

2. The undersigned acknowledges that Travis County has developed the Confidential Information and that Travis County considers such information confidential and proprietary. The undersigned shall not, without first obtaining County's prior written consent, disclose the Confidential Information to any person or entity other than to the employees, counsel and accountants of the undersigned or duplicate the Confidential Information in whole or in part.
3. The sole purposes for which the undersigned may disclose the Confidential Information to its officers, employees and agents shall be limited to: (i) the evaluation of a continuing and/or further business relationship with Travis County; and (ii) in the event the RFP and/or subsequent Contract is modified, amended, or extended, the fulfillment of its contractual obligations to Travis County.
4. The undersigned shall maintain the confidentiality of the Confidential Information, including instructing its officers, employees and agents regarding the obligations of the undersigned under this Non-Disclosure and Confidentiality Agreement and to take all other reasonable precautions to prevent disclosure of the Confidential Information.

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<sup>1</sup> As used in this Non-Disclosure and Confidentiality Agreement, the term "the undersigned" includes the officers, employees and agents of the vendor receiving the documents listed herein.

- 5. The undersigned acknowledges and understands that the documents listed below will change over time to accommodate the needs of Travis County. Travis County reserves the right to revise (by way of modification, deletion or supplementation) the documents and the Confidential Information contained therein and, following such revision, agrees to provide the updated version of any revised document to the undersigned as soon as practicable. The undersigned agrees that this Non-Disclosure and Confidentiality Agreement shall apply to current and future versions of the documents listed below.
  
- 6. In the event the undersigned chooses not to respond to the RFP, or is not the successful proposer, the undersigned agrees to destroy all copies of the Confidential Information immediately.
  
- 7. By furnishing the Confidential Information to the undersigned pursuant to this Non-Disclosure and Confidentiality Agreement, Travis County does not waive or otherwise relinquish any right of non-disclosure or other privilege available to it under the Texas Public Information Act or other applicable statute, law or regulation.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

**Documents Currently Comprising the Travis County  
Information Security Policies and Standards**

<b>Ref #</b>	<b>Document Title</b>
C00	Information Security Program Charter
P01	Identification & Classification Policy
P01.S01	Information Classification Standard
P01.S02	Information Labeling Standard
P02	Asset Protection Policy
P02.S01	Access Control Standard
P02.S02	Remote Access Standard
P02.S03	Physical Access Standard
P02.S04	Availability Protection Standard
P02.S05	Integrity Protection Standard
P02.S06	Anti-Virus Standard
P02.S07	Auditing Standard
P02.TS01	Asset Protection Technical Standard for Windows Servers
P02.TS02	Asset Protection Technical Standard for UNIX Servers
P02.TS03	Asset Protection Technical Standard for AS/400 (OS/400)
P02.TS04	Asset Protection Technical Standard for Internet Hosting
P03	Asset Management Policy
P03.S01	Lifecycle Management Standard
P03.S02	Configuration Management Standard
P03.S03	Change Control Standard
P03.S04	System Development Lifecycle Standard
P04	<i>Acceptable Use Policy</i>
P04.S01	Internet Acceptable Use Standard
P04.S02	Electronic Mail Acceptable Use Standard
P04.S03	Telecommunications Acceptable Use Standard
P04.S04	Software Acceptable Use Standard
P07	Information Security Awareness Policy
P07.S01	Third Party Information Security Awareness Standard