# **REQUEST FOR PROPOSAL# ITARC116**

# INTER/INTRASTATE TELECOMMUNICATION SERVICES



By:

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NIGP Code(s): 20844

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED

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# **INSTRUCTIONS TO BIDDERS**

PCS/Buyer: Rebecca Gibson Visit our Website: <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> Email: rebgibson@co.riverside.ca.us

Telephone: (951) 955-4937

- I. Vendor Registration Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at www.Purchasing.co.riverside.ca.us. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register Bidder Company at: https://www.publicpurchase.com/gems/register/vendor/register. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. <u>Prices/Notations</u> All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- IV. <u>Period of Firm Pricing</u> Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Method of Award The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VI. Other Terms and Conditions The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County's website at <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a> or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to Bidder(s).
- VII. Return of Bid/Closing Date/Return to The bid response shall be delivered to Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 Pacific Time on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date, time, and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany Bidder(s) response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VIII. Auditing The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- IX. <u>Disabled Veteran Business Enterprise Preference</u> The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from <u>certified</u> disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.
- X. <u>Recycled Material</u> Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- XI. Local Preference The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit. Application of this local preference may be waived if funding sources disallow it.

#### IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions X\_ APPENDIX "A" X EXHIBIT (A-B) PLANS/DRAWINGS SAMPLES Special Conditions/Response \_ 116-150 Special Conditions RFP #116-110 Special Conditions Personal/Professional Services RFP #116-140 116-130 **Equipment Information Sheet** #116-260 Local Business Qualification Affidavit IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN #116-200 **General Conditions** #116-210 General Conditions Materials and/or Services #116-230 General Conditions - Equipment #116-220 General Conditions - Public Works

### APPENDIX A

### 1.0 PURPOSE/BACKGROUND

- **A.** The County of Riverside Purchasing Department on behalf of Riverside County Information Technology (RCIT) is soliciting proposals from qualified organizations to provide Inter/Intrastate Telecommunication Services.
- **B.** The County of Riverside is the 4<sup>th</sup> most populous County in California, and among the fastest growing areas in the USA, with a population of 2,239,620. The County employs 19,000 employees to serve the population of the County with a wide variety of services; RCIT is seeking a service provider that will partner with them to provide the services as described in this document. RCIT's mission is to provide excellent customer service, at a reasonable price, through the dedication and involvement of their team members. RCIT focuses on enterprise solutions, collaboration with customers, strategic partnerships, and customer service. They strive to perform as a competitive business, to provide the power behind the technology, and stand ready to help their customers meet ever growing challenges. RCIT is looking for vendors who can partner with the County to provide the requested services at the highest level at the best value to the County.
- **C.** RCIT finds that this RFP calls for the performance of professional, expert, technical and other special services of a temporary and occasional character for which competitive bidding is practicable or advantageous to the County. RCIT finds that factors other than total cost of the system are important for the County to consider when it evaluates proposals submitted in response to this RFP, and awards contract(s) for the requested services. Responsive proposals will, therefore, be evaluated in accordance with the criteria set forth in this RFP.
- **D.** At a minimum, the scope of this RFP includes all voice and data telecommunication services for County offices. Riverside County's Telecommunication Voice Network consists of **163** Networked Aastra MD110 switches, comprised of six Nodes which are connected via the County's microwave/radio network, and/or leased Telephone Company lines, with multiple T1s/PRIs between Nodes. There are subtending switches which are networked with the six Nodes via T1/TIE lines. Those locations not served by the Aastra MD110 are served by Norstar Key Systems or Centrex service. The Aastra switches are equipped with LCR for placing calls. These calls use a combination of County microwave and PSN facilities. Whenever possible, traffic will route over the County TIE network with overflow traffic going across the PSN. The County maintains an internal 5-digit dialing plan (County switch site to County switch site) using approximately 38,800 numbers (388 banks of 100).
- **E.** The County of Riverside has the right to split this bid among multiple Contractors. The County reserves the right to award one contract, a partial contract or multiple contracts resulting from this RFP. The County also reserves the right to award a contract based on similar public contracts held by other governmental entities, for the type of services and solutions included in this RFP, when doing so would be to the advantage of the County and its taxpayers. Finally, the County reserves the right to cancel the RFP process or not to award a contract.

# 2.0 TIMELINE

	TIMELINE	DATES
2.1	RELEASE OF REQUEST FOR PROPOSAL	September 5, 2012
2.2	DEADLINE FOR SUBMISSION OF QUESTIONS	Must be received in writing by: September 12, 2012
E-ma	ail: rebgibson@co.riverside.ca.us	No later than close of business: <u>5:00 PM</u> <u>Pacific Time</u>
		Include RFP # ITARC116 on all inquiries
2.3	DEADLINE FOR PROPOSALS	On or before September 26, 2012 Time: <u>1:30 PM Pacific Time</u>
		ALL PROPOSALS MUST BE DELIVERED TO: Purchasing 2980 Washington St. Riverside, CA 92504
2.4	TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes. The County of Riverside expects to have a Contractor(s) in place on or before 11/15/12.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at:  www.Purchasing.co.riverside.ca.us

2.5 Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to "Section 2.0 Timeline" for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP number ITARC116, to the attention of the Procurement Contract Specialist.

# 3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this RFP is November 2012 through November 2013 or effective upon signature of an Agreement by both parties, with the option to renew for two additional years, renewable in one year increments by written amendment, unless terminated earlier. This annual renewal shall be based on mutually acceptable services and cost adjustments and County requirements and there is no obligation by the County of Riverside to purchase any specified amount of goods or services.

# 4.0 **DEFINITIONS**

Wherever these words occur in this RFP, they shall have the following meaning:

- **4.1** "1MB" shall mean Measured Business line, a line which provides local dial tone capabilities, features an extended local calling area, access to the public switched network, and access to any inter-exchange carrier as necessary.
- **4.2** "AMI-SF" shall mean Alternate Mark Inversion Single Frequency.
- **4.3** "Abbreviated dialing" shall mean the ability for users to place calls by using an access code and an index number, rather than dialing the entire seven or ten digit number, also known as speed calling.
- **4.4** "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- **4.5** "Bid" refers to the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- **4.6** "Bidder" refers to an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- **4.7** "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- **4.8** "BTN" shall mean Billing Telephone Number.
- **4.9** "B8ZS" shall mean Bipolar 8 Zero Substitution, line code allowing use of the entire bandwidth of a 1.544 facility.
- 4.10 "CO" shall mean Central Office.
- 4.11 "CODEC" shall mean Coder/Decoder.
- 4.12 "CoS" shall mean Class of Service.
- **4.13** "Contractor" refers to any employee, agent, or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor, Vendor, and Bidder are used interchangeably.
- **4.14** "CORNET" shall mean County of Riverside Enterprise Network.
- **4.15** "County" refers the County of Riverside and its Department of Information Technology. For purposes of this RFP, Information Technology and County are used interchangeably.
- 4.16 "CPE" shall mean Customer Provided Equipment.
- 4.17 "CSU" shall mean Channel Service Unit.
- **4.18** "Call forwarding" shall mean a feature which allows a user to forward the line to another number at another location. This feature is exclusive of any similar capabilities provided by the CPE.
- **4.19** "Call transfer" shall mean a user has the ability to transfer a call to another user in the Centrex office. The call may have originated from the outside or may be another Centrex user. The person transferring the call may stay on the line to announce the call, or may hang up without disconnecting the transfer.

- **4.20** "Call waiting" shall mean a feature which provides a caller who is busy on a line, an audible indication that another call is coming into that line. Caller SHOULD be able to answer the second call without terminating the first call, and, in addition, MAY alternate between the two calls.
- **4.21** "Centrex" shall mean business telephone service from a local Central Office.
- 4.22 "DID" shall mean Direct Inward Dialing.
- 4.23 "DNIS" shall mean Dialed Number Identification Service.
- 4.24 "DOD" shall mean Direct Outward Dialing.
- **4.25** "DTMF" shall mean Dual Tone Multi-Frequency or Touchtone dialing.
- **4.26** "E911" shall mean Enhanced 911.
- **4.27** "ESF" shall mean Extended Super Frame, a framing format that allows the additional bits to be added less frequently or added at longer intervals. Bits gained by doing this are then used to perform other functions.
- **4.28** "E-Rate" shall mean the discounts available to schools and libraries under the Schools and Libraries Universal Service Support Mechanism.
- 4.29 "FX" shall mean Foreign Exchange Service.
- **4.30** "Hunting" shall mean the ability for incoming calls to "rollover" to the next available line if the initial line is busy. If all lines are in use, a busy signal will be returned to the caller.
- **4.31** "ISDN" shall mean Integrated Services Digital Network, a digital transmission service that supports many types of services over a common facility using a single set of interface standards to control access.
- 4.32 "IXC" shall mean Interexchange Carriers.
- **4.33** "Intercom groups" shall mean users in a work group or other definable group are able to call one another by dialing one or two digits uniquely assigned to each user.
- 4.34 "InterLATA" shall mean calls within the State of California.
- **4.35** "Interstate" shall mean calls originating in one state terminating in another state.
- **4.36** "IntraLATA" shall mean calls over 16 miles within the same LATA.
- **4.37** "LATA" shall mean Local Access Transport Area (Local Service Area).
- **4.38** "LCR" shall mean Least Cost Routing.
- 4.39 "LEC" shall mean Local Exchange Company.
- **4.40** "Local" shall mean calls between 0 -12 miles.
- **4.41** "MPOE" shall mean Minimum Point of Entry.
- 4.42 "MQs" shall mean Minimum Qualifications.
- **4.43** "NARS" shall mean Network Access Registers.
- 4.44 "NFAS" shall mean Non-Facility Associated Signaling.
- 4.45 "OPX" shall mean Off Premise Extension also referred to as "OPS."
- **4.46** "PABX" shall mean Private Automatic Branch Exchange.
- **4.47** "PIC-C" shall mean Pre-subscribed Interexchange Carrier Charge.
- 4.48 "PIP" shall mean Private IP.
- 4.49 "POPS" shall mean Points of Presence.
- 4.50 "POTS" shall mean Plain Old Telephone Service, basic service with no added features.

- **4.51** "PS ALI" shall mean Private Switch Automatic Line Identification.
- 4.52 "PSAP" shall mean Public Safety Answering Points.
- 4.53 "PSN" shall mean Public Switched Network.
- **4.54** "RFP" refers to Request for Proposal.
- 4.55 "SS7" shall mean Signaling System 7.
- 4.56 "SIP" shall mean Session Initiated Protocol.
- 4.57 "SLA" shall mean Service Level Agreement.
- **4.58** "SLC" shall mean Subscriber Line Charge.
- **4.59** "SONET" shall mean Synchronous Optical Network.
- 4.60 "SPID" shall mean Service Profile Identifier.
- **4.61** "Three-way calling" shall mean the feature which allows the user to conference two outside callers for a three-way conversation. All parties can be involved in the conversation simultaneously
- 4.62 "USF" shall mean Universal Service Fund.
- 4.63 "VoIP" shall mean Voice over Internet Protocol.
- **4.64** "Zone 3" shall mean calls between 12 to 16 miles.

# 5.0 EVALUATION CRITERIA AND PROCESS

- **5.1** Proposals may be evaluated based on the criteria listed below, to include but not limited to:
  - 1. Overall responsiveness and general understanding of the RFP requirements,
  - 2. Bidder's experience and ability.
  - 3. Overall cost to the County.
  - 4. References with demonstrated success with similar work to the Scope of Service.
  - 5. Technical capability and project methodology.
  - 6. Financial status.
  - 7. Clarification, Exceptions or Deviations.
  - 8. Credential/Resumes/Licenses/Certifications.
  - 9. Quantity and location of facilities.
- **5.2** All proposals will be given thorough review. All contacts during the review selection phase will only be conducted through the Riverside County Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disgualification of the Contractor.
- **5.3** All evaluation material will be considered <u>confidential</u> and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.
- 5.4 Authority, Ordinance 459: Except as required by law, the Purchasing Agent may make any purchase of personal property or perform any other act hereunder without notice, advertisement or securing competitive bids. In the performance of his or her functions hereunder, the Purchasing Agent shall comply with all applicable statutes, ordinances, and regulations. In making purchases he or she shall use such methods and procedures as in his or her judgment will secure the lowest price consistent with the quality desirable for the use intended and the needs of the requisitioning officer. The intent of the procurement is to secure the best value for the County.

### 6.0 GENERAL PROPOSAL SUBMITTAL

- **6.1** All proposals must be submitted in accordance with the standards and specifications contained within this RFP.
- **6.2** The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- **6.3** The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 6.4 Regarding modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline.
- **6.5** Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 6.6 Late proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- **6.7** Faxed or emailed proposals will not be accepted.
- **6.8** All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal."
- **6.9** One (1) original and three (3) copies, each in a 3 ring binder for ease of opening by evaluators.
- **6.10** Contractors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD or a thumb drive) for one of the original binders.
- **6.11** Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with Tabs A J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- **6.12** Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder)
- **6.13** The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- **6.14** All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

# 7.0 REQUIRED FORMAT OF PROPOSALS

Any Bidder to contact Rebecca Gibson to have this RFP sent to them in the electronic format; send an email request to: rebgibson@co.riverside.ca.us

Please provide Tabs A - J in Bidder(s) proposal

# Tab A Proposal Checklist

### Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this RFP have been submitted.
- Follow the instructions in each section of the RFP.
- · Present all requested items in the tabs ordered A through J as shown
- Label each item presented and include additional items on Bidder(s) Table of Contents
- All proposals must include a detailed description of each proposed service to be provided
- Bidders that do not follow "Section 8.0 Required Format of Proposals", may be found to be "non-responsive" and disqualified from the bid process

Name of Organization:		
Service: Telecommunication Services		
Proposal Submission Checklist		
General Bidder Information Please provide one copy of the following items in Bidder(s) proposal.		
☐ Tab A – Proposal Checklist (this page)		
☐ Tab B – Proposal Cover Page (signed by Authorized Signatory)		
☐ Tab C – Table of Contents		
☐ Tab D – Company/Agency Profile		
☐ Name		
☐ Name		
☐ Name		
Tab E – Acknowledgements		
☐ E-1 Clarifications, Exceptions, or Deviations		
☐ E-2 Evidence of Insurability/Business License		
☐ E-3 Transition		
☐ Tab F – Scope of Services		
☐ Tab G – References		

County of Riverside		
Purchasing and Fleet Services		

Request for Proposal # ITARC116

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time **Financials** 

Please provide Items H and I in a clearly marked, sealed envelope. These items should only be included in the Original Proposal.
☐ Tab H – Cost Proposal & Budget Narrative
☐ H-1 Unit of Service Cost
☐ H-2 Budget Narrative
☐ Tab I – Financial Statement
☐ Tab J – Bidder Attachment. Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab J. When pasting attachments to Tab J, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box, see Tab J for examples

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

### Tab B Proposal Cover Page

This Proposal Cover Page must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

### BIDDER TO COMPLETE ALL APPLICABLE AREAS

At some point during the bidding process, bidders should register (If not already registered) on the County of Riverside Purchasing website:

# WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department on behalf of Riverside County Information Technology (RCIT) is soliciting proposals from qualified organizations to provide

Telecommunications Services.

BID CLOSING DATE: September 26, 2012 no later than 1:30 PM Pacific Time NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED

# PROPOSALS MUST BE DELIVERED TO: 2980 Washington St., Riverside, CA 92504

After close of this RFP, the award may be announced within 60- 120 days.

If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.

"Execution hereof is certificat	ion that the undersigne	ed has read and understands the terms and condition	ıs
hereof, and that the undersign	ed's principal is fully bοι	und and committed."	_
Company Name:			
Mailing Address:			
City:	State:	Zip:	
Remit to Address:			
City:	State:	Zip:	
Phone # ( )		FAX # ( )	
Contractor Website:			
Name:	Title:		
Signature:		Date:	
Email:			
	inty and that all sales taxes gene	, the above signer certifies that the above business is located within the rated based on this RFP will be credited to that location in Riverside County.	

County of Riverside Purchasing and Fleet Services Request for Proposal # ITARC116

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

# Tab C Table of Contents

This section shall include a comprehensive table of contents that identifies material by Tabs A-J (in the order listed above) and by sequential page numbers.

# Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

**BIDDER'S RESPONSE:** 

- 2. Company overview of services or activities performed, including:
  - a) The history of the bidder's firm
  - b) The number of years in business under the present business name, as well as prior business names
  - c) Number of years' experience providing the proposed, equivalent or related services
  - d) Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members who will provide services under this contract.

e) Company size - number of staff

 c) company size mamber of stan
BIDDER'S RESPONSE:
a)
b)
c)
d)
e)
f)

3. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:** 

4. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

**BIDDER'S RESPONSE:** 

5. Names of persons with whom the Bidder has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

6. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract.

# BIDDER'S RESPONSE:

- 7. Include the policy and procedures for the following:
  - a) Provide the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors and volunteers.
  - b) Any additional staff training

### BIDDER'S RESPONSE:

8. Credentials/Resumes/Certifications/Licenses

This section shall state the person(s) responsible for administering or providing the services. Identify the account manager, service manager, ordering representative, billing representative, engineering support manager, and web site support contact including his/her position, responsibilities, qualifications/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide the following information on all employees to be providing service:

- Description of education;
- General experience;
- Experience or education related to the services to be provided;
- Letters of reference if available:
- Any other information, which will assist in evaluating qualifications.

- 9. Office Address (Reporting Address) of Support Team for following:
  - a) Account Manager Responsible for overall Countywide account coordination. This person will coordinate resources, discuss network designs, propose upgrade paths to new technologies, and act as an advocate in an effort to improve services, costs, and performance.
  - b) Service Manager Acts as the first point of contact for escalation of problems, provides reports of troubles and resolution, ensures continuity of service from implementation through repair/maintenance stages, provides service operation/repair procedure manuals that are updated annually, works closely with the RCIT Network Control Center (NCC) to enhance trouble avoidance and resolution, and coordinates proactive problem resolution.
  - c) Ordering Representative Performs adds, moves, changes for services. Answers questions regarding vendor services.
  - d) Billing Representative Acts as RCIT advocate with the vendor's billing department, an escalation point for billing issues, and assists with reports.

- e) Engineering Support Manager Designs complex data networks, provides technical expertise, recommends data and video solutions, and acts as an advocate with integrating multiple vendors and systems.
- f) Web Site Support Responsible for providing direction and answering questions regarding web site functions in clear and understandable English.

BIDDER'S RESPONSE:		
DIDDER G REGI CHOL.		

# Tab E Acknowledgements

# E-1 Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception, or deviation must be clearly identified. If Bidder(s) firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Subcontractors
- Reporting Requirements
- Confidentiality

Do Bidder(s) have any other exceptions/deviations? If so, please provide an explanation:

# E-2 Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

### E-3 Transition

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- 1) Continue delivering services to Riverside County until notified otherwise; and
- 2) Assist Riverside County Information Technology in the orderly transition and transfer of any data to the designated person and the subsequent Contractor(s); and
- 3) Provide, in a timely manner, all file and database information deemed necessary by Riverside County Information Technology for use in subsequent contracting activities without additional cost to Riverside County Information Technology or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- 4) Cooperate with Riverside County Information Technology during a transition close-out period to ensure orderly and seamless delivery of services to the County.

I, , a	CERTIFICATIONS a duly authorized agent of		
Printed Name of Agent/Officer	Name of Organization		
hereby certify thatName of Organization	by submission of this proposal in response to the		
Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.			
Signature	Date		
Title of Agent/Officer			

### Tab F Scope of Services

This RFP has a space provided under each question the County has asked of the Bidder. Bidder must request an electronic copy of this RFP by contacting Rebecca Gibson by email at <a href="mailto:rebgibson@co.riverside.ca.us">rebgibson@co.riverside.ca.us</a>

This is a written response to the full Scope of Services. Bidders must address all points in this section.

### STATEMENT OF WORK

### 7.1 OVERVIEW

- A. The County uses PABX systems at many facilities. The County owns and maintains the PABX and Key systems throughout the County. Trunks for these systems to a central office are currently provided by Verizon, Frontier, CenturyLink and AT&T. The PABX and Key systems use DID and combination two-way copper trunks along with T-1 and PRI trunks.
- B. Riverside County's Telecommunication Voice Network consists of **163** Networked Aastra MD110 switches, comprised of six Nodes which are connected via the County's microwave/radio network, and/or leased Telephone Company lines, with multiple T1s/PRIs between Nodes. There are subtending switches which are networked with the six Nodes via T1/TIE lines. Those locations not served by the Aastra MD110 are served by Norstar Key Systems or Centrex service.
- C. The Aastra switches are equipped with LCR for placing calls. These calls use a combination of County microwave and PSN facilities. Whenever possible, traffic will route over the County TIE network with overflow traffic going across the PSN.
- D. The County maintains an internal 5-digit dialing plan (County switch site to County switch site) using approximately 38,800 numbers (388 banks of 100).
- E. The following **ESTIMATES** are monthly minutes of usage:

InterState - InterLATA		135,000
IntraState - InterLATA		380,000
InterState - IntraLATA		600
IntraState - IntraLATA		1,950,000
International		750
Local	(varies)	1,000,000
ZUM	(varies)	800,000

- F. VERIZON is one of the current providers of basic telephone service for Riverside County. The following is a list of major communities traditionally served by Verizon: (Denotes Aastra Node)
  - Indio including Palm Springs, Palm Desert, Cathedral City
  - Moreno Vallev
  - Hemet including Banning, San Jacinto, Cabazon
     Temecula including Murrieta, Lake Elsinore, Perris
- G. FRONTIER is one of the current providers of basic telephone service for Riverside County in the Blythe Area only.

**Blvthe** 

H. AT&T is the provider of basic telephone service for western Riverside County. The following is a list of major communities traditionally served by AT&T: ● (Denotes Aastra Node)

- Arlington
- including Corona, Norco
- Riverside
- Service for smaller locations around the cities listed above is provided by a variety of telephone line services and systems such as CENTREX (AT&T), CentraNet (VERIZON), 1 MB lines, and Norstar key systems. See Exhibit A Table #1 for a list of County facilities. Currently the County uses CenturyLink long distance for all outgoing trunks except ISDN lines.
- J. Current Voice Network Inventory

The approximate number of lines currently in inventory is listed in the table below.

Line Type	Totals
Centrex	1750
1MB	2200
ISDN PRI (channels)	2760
ISDN BRI (channels)	300
Telco Voice Mail	100

### K. DATA SERVICES - General Overview

- 1. The County is requesting dedicated private line IntraLATA services, including DS1, DS3, PIP, OC3, OC12, and OC48 services which will be administered by RCIT.
- 2. CORNET is the network that provides multi-site data communications, connectivity to remote sites, Internet Services to the majority of County entities, a County presence to the Public via the Internet, and infrastructure for multiple logical networks.
- 3. The County POPs as they exist today are Riverside, Arlington, Corona, Moreno Valley, Perris, Hemet, Temecula, Murrieta, Lake Elsinore, Banning, Indio, Desert communities, and Blythe.
- L. Current Data Network Inventory

The approximate number of circuits currently in inventory is listed in the table below. These totals include only contract provided services and do not include County cable and fiber infrastructure or County Microwave that provides additional connectivity for County agencies. The current network is mature, and has not experienced appreciable growth in the number of new sites. The main growth has been in capacity requirements with the existing inventory.

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Circuit Type	Totals	
FR 128K	7	
FR 192K	0	
FR 256K	0	
FR 384K	94	
FR 768K	2	
FR DS1 (HOST)	11	
FR DS3 (HOST)	4	
P2P T1	312	
P2P T3	13	
SONET OC-3	4	
SONET OC-12	3	
Ethernet 10M	5	

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

Ethernet 100M	3
Ethernet 1 Gig	6
DSL	3

**7.1** Contractors to note that they have read, understand, and can meet and/or exceed the requirements as noted above, in the box below.

noted above, in the box below.		
BIDDER'S RESPONSE:		

# 7.2 **VOICE SERVICES**

- A. County MUST retain all existing telephone numbers: Centrex, Centranet, 1MBs and DID numbers.
- B. County MUST retain internal 5-digit dialing plan, and not experience any service outages, interruptions, or additional costs associated with this retention.
- C. Any Bidder submitting a bid from Verizon, Frontier or AT&T must bid their own serving area separately. In addition, the bidder may also bid other areas.
- D. Bidder is encouraged to bid on any service they provide, in any service area, where they can provide the service.
- E. All pricing, both recurring and one-time, any conversion costs, and additional features or services SHALL be included in Tab H-1: Unit of Service Cost.
- F. Price reductions and/or volume discounts SHALL NOT be accepted after the proposal opening.
- G. If any of the requested services are no longer offered, Bidder must list transitional services offered in their place.
- **7.2** Contractors to note that they have read, understand, and can meet and/or exceed the requirements as noted above, in the box below.

noted above, in the box below.
BIDDER'S RESPONSE:

### 7.3 DATA SERVICES

- A. The dedicated private line IntraLATA services being requested include, but are not limited to, DS1, DS3, OC3, OC12, and OC48 services. As a result of existing contracts, there are combinations of these services being provided by current Contractors that may not be transitioned immediately to the new contract. RCIT reserves the right to transition these services as best suits the County of Riverside.
- B. To accommodate the County network design the bidder SHOULD provide POPs in similar geographic locations as they exist today: Riverside, Arlington, Corona, Moreno Valley, Perris, Hemet, Temecula, Murrieta, Lake Elsinore, Banning, Indio, Desert communities and Blythe.
- C. Bidder MUST provide coverage in bidder's service area for all data related access and services to the County network.

- D. Unsolicited price reductions SHALL NOT be accepted after the proposal opening unless it can be substantiated that the reductions are the result of tariff filings. A copy of the approved tariff must accompany the notification.
- E. The Bidder SHALL provide and support an infrastructure that transports data traffic for services as described in the DATA SERVICES section.
- F. The Bidder's infrastructure SHALL support open architecture. Standards and interfaces for services are identified in the DATA SERVICES section.
- G. The County is not specifying network configuration or technology, however, the Bidder SHALL NOT transport County Services over the public Internet.
- H. If any of the requested services are no longer offered, Bidder must list transitional services offered in their place.
- 7.3 Contractors are to provide detail, in the box below, explaining how their proposed solution meets and/or

exceeds the above noted criteria.	, 1	<u> </u>	
BIDDER'S RESPONSE:			

# **VOICE SERVICES**

#### 8.1 **SPECIFICATIONS**

Voice services for the County include, but may not be limited to, business lines, analog trunks, digital trunks, SIP trunks, DIDs, central office based services, OPXs, 3001 & 3002 type circuits, voice grade dry pairs, and other miscellaneous trunking.

- a. Calls included in this RFP are Local, Zone 3, IntraLATA, InterLATA, and Long Distance (Interstate and International).
- b. Bidder SHALL detail how existing telephone numbers, dialing plan and DID numbers are retained and this 'transition without change' can be accomplished without any form of outage, interruption of service or additional costs.
- c. Bidder SHALL describe their network in detail, including network diagrams. Bidder SHALL specify, by location, the connecting POPS and COs, and provide a schedule of any expected additions and/or relocations.
- d. Bidder SHALL indicate ownership of said facilities and identify the type of transmission medium (e.g. fiber, microwave, etc.).
- e. Bidder MUST provide details concerning emergency backup support, including any costs associated with backup. This support is applicable to the network, POPs, and COs. Diagrams indicating backup support locations will be helpful.
- 8.1 Contractor must meet the requirements above, please detail in the box below, how your company will meet and/or exceed all the noted specifications above.

# 8.2 FRAUDULENT CALLS

The specifications that follow identify minimum requirements for County Business Lines, PABX trunking, Centrex, and other voice related circuits, features, and services. The County will bear no responsibility for fraudulent calls. These calls will be the sole responsibility of the Bidder. While this is generally applicable to long distance calling, it also includes any third party billing.

- a. Bidder MUST have system monitoring capabilities in place to detect fraudulent call activity.
- b. Bidder is authorized to block any detected fraudulent or suspicious calling activity and /or third party billing.
- c. Bidder SHALL report any fraudulent or suspicious calling activity to the customer immediately. If fraud is detected outside the normal business hours, Bidder SHALL immediately contact the RCIT Help Desk at (951) 955-9900.
- d. The County agrees to cooperate with the Bidder to assist with security efforts to prevent and deter fraud and unauthorized use of services.
- e. If security violations occur, Bidder agrees to investigate and to determine the responsible parties for any unauthorized use of long distance facilities provided by the Bidder for use by the County, and to otherwise reasonably cooperate with the County to prevent abuse of such facilities.
- **8.2** Contractors to provide detail, in the box below, how your proposed solution will handle fraudulent calls as required in the criteria noted above.

RIN	DFR'S	RESP	ONSF:

### 8.3 MEASURED RATE BUSINESS LINE

The County currently uses Verizon, Frontier and AT&T for its measured rate business lines. All pricing, both recurring and one-time, associated with measured rate business lines must be listed. Favorable consideration will be given to a bidder that places a cap per line on usage; pricing on Tab H-1 Unit of Service Cost.

- A. Bidder SHALL provide mandated line services including:
  - 1. Direct dialing (in and out).
  - 2. Telephone network access to and from other called or calling parties respectively.
  - 3. Dialed access to 9-1-1 Emergency Services associated with registered database line information.
- B. Bidder SHALL be expected to provide capabilities equal to or greater than the current provided service.
- C. Favorable consideration will be given to Bidder that places a cap on usage per line.

# D. Features

At a minimum, Bidder SHOULD be able to provide the following features Countywide, to be implemented at the discretion of RCIT and/or the Agency. Any costs for these features MUST be included in Tab H-1: Unit of Service Cost or Bidder will provide these features at no additional cost to

# the County.

- 1. Hunting
- 2. <u>Three-way calling</u> If this feature is activated by other than a switch-hook flash, Bidder MUST describe how this feature works (Countywide).
- 3. Touchtone
- 4. Call waiting
- 5. <u>Call forwarding</u> Bidder SHOULD indicate if the user receives a reminder that a line is forwarded, such as an interrupted dial tone.
- 6. Bidder SHALL be able to <u>block any feature</u> or the activation of any feature currently offered, as well as any features which may be offered during the agreement period. The cost for chargeable features which are activated without the consent of RCIT will be deducted from and/or credited to the billing invoice(s).
- 7. Bidder MUST be able to provide PIC/LPIC code change blocking on all lines.
- 8. Bidder MUST be able to provide third party vendor blocking on all lines.
- 9. Levels of pricing do not apply to the usage rate for calls.
- 10. Bidder SHALL be required to provide detailed usage for calls. Any costs associated with this detail MUST be included in Tab H-1: Unit of Service Cost. Failure to do so will result in Bidder providing detailed usage at no cost to the County.
- 11. Bidder SHOULD provide a list of additional features, which are available.
- **8.3** Contractors to provide detail, in the box below, regarding their measured rate business line services based on the requirements noted above.

		NSF

# 8.4 CENTREX

All pricing, both recurring and one-time, associated with Centrex service must be listed or bidder will provide these features at no additional cost to the County; pricing on Tab H-1 Unit of Service Cost. Note: These features are exclusive of any similar feature provided by the CPE.

- A. To accommodate the County Centrex nodes, the Bidder MUST provide POPs in similar geographic locations as they currently exist.
- B. The Bidder SHALL list other areas, by NXX, where Centrex service is available.
- C. Bidder is not required to provide end-user station equipment as a part of this RFP.
- D. Bidder SHALL provide for each Centrex Office, a list of telephones sets by manufacturer and model that will work with a particular Centrex Office.
- E. Bidder SHOULD state any known distance limitations.

### F. Features

At a minimum, Bidder SHALL be able to provide the following features from all Centrex offices, to be selected at the discretion of RCIT and/or the Agency. Any costs for these features MUST be included in Tab H-1: Unit of Service Cost or Bidder SHALL provide these features at no additional cost to the

# County.

- 1. Hunting.
- 2. <u>Three-way calling</u> If this feature is activated by other than a switch-hook flash, Bidder MUST describe how this feature works (Countywide).
- 3. Touchtone
- 4. Call waiting
- 5. <u>Call forwarding</u> Bidder SHOULD indicate if the user receives a reminder that a line is forwarded, such as interrupted dial tone.
- 6. Call transfer
- 7. Abbreviated dialing. Bidder SHOULD state the size of the personal list.
- 8. Intercom groups
- G. Bidder MUST be able to block any feature or the activation of any feature currently offered as well as any features which may be offered during the agreement period.
- H. The cost for chargeable features which are activated without the consent of RCIT SHALL be deducted from and/or credited to the billing invoices.
- I. Bidder SHOULD provide uniform access codes Countywide for Centrex features. Favorable consideration will be given to Bidder who can allow the County to designate the codes.
- J. Provide a list of additional features, which are available with Centrex. Any costs associated with these features must be listed.
- K. Favorable consideration will be given to Bidder that can provide 'customer-controllable' features. Bidder SHOULD state in which Centrex offices this capability is currently available as well as any future plans to provide this service, including implementation dates.
  - Bidder SHALL state all software and hardware requirements necessary to utilize this capability.
     Failure to do so will result in the Bidder providing the necessary hardware and software at no cost to the County.
  - 2. Bidder SHALL state which features are customer-controllable.
  - The following additional features are valuable to the County and should also be customercontrollable. Bidder MUST indicate all Centrex offices where these features are customercontrollable.
    - a. Call block
    - b. Call forwarding busy line-fixed
    - c. Call forwarding busy line-variable
    - d. Call forwarding don't answer-fixed
    - e. Call forwarding don't answer-variable
    - f. Call forwarding variable
    - g. Call hold
    - h. Call pickup
    - i. Call return
    - j. Call selector
    - k. Dial call waiting
    - I. Preferred call forwarding
    - m. Repeat dialing
    - n. Series completion hunting

- o. Abbreviated dial short
- p. Station restriction-full denied origination
- q. Station restriction-full denied termination
- r. Call tracing/tracking
- s. Call waiting originating
- t. Call waiting terminating
- u. Caller ID-number only
- v. Code restriction-900/976
- w. Code restriction-411
- x. Code restriction-011
- y. Code restriction-10XXX and 101XXX
- z. Code restriction-N11
- aa. Directed call pickup
- bb. Directed call pickup with barge in
- cc. Directed call pickup non-barge in-exempt
- dd. Abbreviated dial long-per controlling line (minimum 30 numbers)
- ee. Abbreviated dial long-per additional line
- ff. Station controlled conference
- gg. Toll restriction
- L. Bidder MUST be able to provide PIC/LPIC code change blocking on all lines.
- M. Bidder MUST be able to provide third party vendor blocking on all lines.
- N. Bidder MUST be able to provide inward, outdial, and combination NARS.
- O. Favorable consideration will be given to Bidder who provides a flat rate in the Bidder's service area for Centrex station lines.
- P. Favorable consideration will be given to Bidder who provides a flat rate in the Bidder's service area for one inclusive feature package.
- Q. The County will consider two choices for pricing of the NARs inward, outdial, and combination. Each choice should apply in Bidder's service area and the County reserves the right to select one or both choices.
  - 1. The first choice is a flat rate NAR.
  - 2. The second choice is a measured rate NAR, the pricing of which will be similar in structure to the 1MB.
- R. Favorable consideration will be given to Bidder who provides a flat rate in the Bidder's service area for Centrex NARs.
- **8.4** Contractors to provide specific details, in the box below, regarding their Centrex Service based on the criteria noted above.

### BIDDER'S RESPONSE:

# 8.5 CARRIER DS1 SERVICE

All pricing, both recurring and one-time, associated with DS1 Service must be listed on Tab H-1 Unit of Service Cost.

- A. DS1 service supports point-to-point digital voice/data circuits up to 1.544 Mbps providing full duplex, four wire, end-to-end, synchronous serial digital data transport. The minimum digital signals required are in the following two formats:
  - 1. Basic (full 1.544 Mbps)
  - 2. Channelized (24 multiplexed DS0 channels 64 Kbps each)
- B. Basic Carrier DS1 Service SHALL include the following characteristics:
  - 1. High Capacity DS1 class of service
  - 2. Subscriber Access Channel termination for the circuit terminating at a POP
  - 3. B8ZS
  - 4. Extended Super Frame
  - 5. Inter-LATA Service DS1 connectivity between LATAs
  - 6. Packet Delivery The monthly average packet delivery rate SHALL be greater than 99.9% on a monthly average throughput for each circuit. The monthly average percentage SHALL be derived from the total number of packets/cells/frames output at the network egress port divided by the total number of packets/cells/frames input at the ingress port within the subscribed rate, multiplied by 100.
- **8.5** Contractors to provide all the requested details, in the box below, regarding DS1 services to meet or exceed the requirements noted above.

exceed the requirements noted above.	
BIDDER'S RESPONSE:	

# 8.6 CENTRAL OFFICE TRUNK SERVICE

All pricing, both recurring and one-time, associated with Central Office Trunk Service must be listed or bidder will provide these features at no additional cost to the County; pricing on Tab H-1 Unit of Service Cost.

- A. The Bidder SHALL provide trunk service to County PABXs, Norstar Key systems or CPE. This service SHALL at a minimum include DID, DOD, and 2-Way basic analog trunking with 2 or 4 wire Loop Start, Ground Start or E & M signaling.
- B. The Bidder, in addition to standard trunking, SHALL provide digital facilities based trunking with Incoming Only, Outgoing Only, Two-Way and Switched 56 trunking with DTMF or Multi-Frequency signaling on digital entrance facilities using either AMI-SF or B8ZS-ESF framing options.
- C. The Bidder SHALL provide other trunk options including extended SS7 signaling capabilities that provide enhanced options and capabilities.
- D. At a minimum, the Bidder SHALL be able to provide the following features, in the Bidder's service area, to be implemented at the discretion of RCIT and/or the Agency. Any costs for these features MUST be included in Tab H-1 Unit of Service Cost or Bidder SHALL provide this feature at no additional cost to the County.
  - 1. Hunting/Multiline Hunting Minimum requirements: sequential and circular.
  - 2. Touchtone
  - 3. Availability Control Enables the customer to make busy pre-determined individual PBX trunks in various group sizes.
  - 4. Night Terminal Directs after hours calls to a specific answering station designated by the customer.

- 5. Automatic Channel Selection Automatically selects an idle channel within a trunk group for call selection.
- Answer Supervision CO will electronically signal the originating PBX when an outgoing call is answered and when the called party disconnects. Inbound answer supervision is provided by the customer's equipment.
- 7. Signaling Calls are initiated with trunk seizure and confirmed at the other end.
- 8. Addressing May be either DTMF or Multi-Frequency
- 9. Dial Tone Second dial tone will be provided from the serving CO at the user's request.
- 10. Call Transfer Allows incoming caller to be transferred to another telephone number. After transfer, the trunk becomes available to make, receive, or transfer other calls.
- 11. Equal Access Allows customers to specify only one PIC per trunk group.
- 12. Trunk Group Restrictions assigned per trunk group.
- E. The Bidder MUST be able to provide this service in their service area.
- F. Bidder MUST be able to provide third party vendor blocking on all lines.
- G. The Bidder MUST be able to transmit dialed digits, from four to ten digits in length, to the PBX or Key system for completion of calls.
- H. The Bidder SHALL provide a telephone number and a unique identifier for each circuit.
  - If, during the period of this RFP award, circuit numbers or billing numbers change, the Bidder SHALL provide RCIT with a comprehensive list identifying the old and corresponding new circuit numbers.
  - 2. If, during the period of this RFP award, the circuit numbers change for any reason, the Bidder SHALL re-label the circuits at the MPOE.
- I. Bidder SHALL provide a list of additional features, which are available with analog trunks.
  - 1. The County prefers a flat rate within the Bidder's service area. If Bidder's proposes levels of pricing, Bidder MUST include the NXXs where each price is applicable.
  - 2. Pricing components MAY include the digital trunking facilities, channelization, local channels, and features.
  - 3. The County SHALL consider two choices for pricing of the combination digital trunks. Each choice SHALL apply within the Bidder's service area. The County reserves the right to select one or both choices.
    - a. The first choice is a flat rate combination (IN/OUT) digital trunk.
    - b. The second choice is a measured rate combination digital trunk, the pricing of which will be similar in structure to the 1MB.
  - 4. Favorable consideration will be given to Bidders that provide the same rate structure as for flat rate business lines.
- **8.6** Contractors to provide the central office trunk service details, in the box below, for all services proposed as requested above.

BIDDER'S RESPONSE
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### 8.7 DIRECT INWARD DIALING (DID) SERVICE

All pricing, both recurring and one-time, associated with DID services must be listed; pricing on Tab H-1 Unit of Service Cost.

- A. DID service allows callers outside the PABX or Key system to place a call to an internal PABX or Key system extension. This service is typically applied as an additive to an inward trunk, either analog or digital.
- B. The Bidder MUST be able to transmit dialed digits, from four to ten digits in length, to the PABX or Key system for completion of calls.
- C. Bidder MUST be able to provide third party vendor blocking on all DID lines.
- D. Within the Cost Summary, the County is not looking for the cost of the inward trunk to facilitate DID service unless that cost is different than that proposed for inward trunks. If the cost is different, the cost MUST be included in H-1 Unit of Service Cost or Bidder SHALL provide such trunks at no additional cost to the County.
- E. The cost of DID service will be the same within the Bidder's service area.
- F. The County currently subscribes to DID station numbers in blocks of twenty (20) and blocks of one hundred (100). Bidder SHALL state how the station numbers will be grouped.
- **8.7** Contractor must meet the requirements above, please detail in the box below, how your company will meet and/or exceed all the noted specifications above.

BIDDER'S RESPONSE:

# 8.9 <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN)</u>

ISDN will be used by the County for transmission of voice, data, and compressed video, using BRI and PRI. The County uses PRI for DID network access to most PABX locations across the County. The County SHALL provide the required CSU devices as these are outside the scope of this RFP. All pricing, both recurring and one-time, associated with ISDN service must be listed; pricing on Tab H-1 Unit of Service Cost.

- A. The Bidder SHALL provide the following ISDN/BRI configurations:
  - 1. 2B+D
  - 2. 2B+D (with user packet data)
- B. The Bidder SHALL provide PRI through standard T1 (1.544 Mbps) point-to-point private-line facilities. PRI will be 23+D.
  - 1. The Bidder SHALL provide one (1) D channel per PRI.
  - 2. As an option, Bidder MAY provide information pertaining to other available configurations such as NFAS multiple PRI using one D channel. Pricing for these options MUST be included in H-1 Unit of Service Cost.
- C. Bidder MUST use the following protocols.
  - 1. ESF
  - 2. B8ZS
- D. The ISDN MUST be available as voice only, data only, and a combination of voice and data, with two-way calling in any of the three types.
- E. Bidder SHALL provide descriptions of all features and services available with ISDN.
  - 1. As an option, Bidder MAY include calling line ID.
  - 2. Favorable consideration will be given to Bidder providing outbound caller ID.

- F. Bidder SHALL provide ISDN numbers and complete SPIDs before facility acceptance.
- G. The ISDN service MUST adhere to current applicable International Telecommunications Union (ITU) standards.
- H. The County SHALL use one of the following:
  - 1. National ISDN
  - 2. AT&T 4ESS
  - 3. AT&T 5ESS
  - 4. Northern Telecom DMS-100
  - 5. Northern Telecom DMS-250
- I. The Bidder SHALL be able to block features and calls as requested by the County.
- J. Bidder SHALL state the NXXs in Bidder's service area where ISDN service is available.
- K. The successful Bidder SHALL supply the County with the type of switch and the dialing protocol to be used for each order.
- L. Bidder SHALL list any optional features available. Failure to do so SHALL result in Bidder providing that feature or service at no additional charge to the County.
- M. Favorable consideration will be given to Bidder that provides a single rate Countywide for all rate components associated with basic rate ISDN and with primary rate ISDN. Bidder SHOULD provide a description of each rate element.
- N. ISDN BRI and PRI SHALL have the following features available:
  - 1. Alternate Route Allows Customers to specify alternate routes where incoming calls may be directed when all PRI channels in the PRI serving arrangement are busy or the network fails.
  - 2. Enhanced Alternate Route Allows Customers to specify alternate routes where incoming calls may be directed when all PRI channels in the PRI serving arrangement are busy or the network fails outside of the Telco's network.
  - 3. Calling Name Display Allows the network to pass Calling Name between multiple entities within a PRI network serving arrangement.
  - 4. Dialing Plan Required feature when two or more entities are connected to create a PRI network serving arrangement.
  - 5. Message Waiting Indication Allows the network to pass Message Waiting Indication information between multiple entities within a PRI network serving arrangement.
  - 6. Network Ring Again Allows the network to pass Ring Again information between multiple entities within a PRI network serving arrangement. Also allows a calling station which encounters a busy condition to notify the CO to signal the calling station when the called station becomes idle.
  - 7. PRI subgroup Allows Customers who subscribe to multiple service types within a PRI serving arrangement to create subgroups, thereby dedicating a certain number of channels to a particular service type.

- 8. Private Facility Connection Allows Customers to provide access to non-ISDN digital transport facilities, tie lines, and/or other private facilities or trunk groups from a PRI serving arrangement. Provides communications between non-ISDN in-band signaling facilities and ISDN out-of-band signaling facilities.
- 9. User-to-User Information Enables Customers to send additional information over the PRI D channel with the ISDN call setup and call clearing messages. Allows End-Users to send/receive information without actual call completion. This information is not monitored or interpreted by the network.
- a a Contractors to provide detail in the box below, how your proposed solution handles ISDN as required

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in the c	riteria noted above.						
E	BIDDER'S RESPONSE:						

#### 8.10 MISCELLANEOUS SERVICES

Although described as miscellaneous, the following services are vital to the agencies which use them. All pricing, both recurring and one-time, associated with these miscellaneous services must be listed; pricing on Tab H-1 Unit of Service Cost.

- A. Voice Mail Bidder SHALL provide voice mail capabilities for 1MBs and/or Centrex line customers.
- B. Caller ID (identification) Bidder SHALL provide the Caller ID capabilities for 1MB and Centrex line customers. Bidder should indicate in which areas (by NXX) this option is available. Bidder SHALL include any costs associated with this optional Caller ID service.
- C. OPX Bidder SHALL provide OPX service for use in extending a PABX station to an off-premise location.
  - 1. Voice grade local channels are typically used in the County's current environment. The requested OPX may be local, interoffice, or interexchange (but not interstate).
  - Bidder SHALL provide a detailed description of OPX type service and all associated rate elements, including signaling arrangements.
- D. FX FX provides local telephone service from a CO, which is outside (foreign to) the subscriber's exchange area. The exchange MAY be in the same city or may be located in a different city.
  - 1. FX Service SHALL be available in Bidder's service area.
  - 2. Bidder SHALL be able to provide FX Service in both Centrex and non-Centrex environments.
- Contractors to provide detail, in the box below, regarding the requested miscellaneous services requirements noted above

requirements noted above.
BIDDER'S RESPONSE:

#### 8.11 **OTHER REQUIRED CAPABILITIES**

Bidder MUST be able to provide the following capabilities:

- A. The Bidder MUST be capable of providing 911 call routing services that allow the County's 911 telephone calls to be selectively routed via existing California 911 tandem offices to appropriate local PSAPs. Bidder MUST provide a detailed description of how the County's 911 calls will be routed and delivered.
- B. The Bidder MUST be capable of providing 911 call routing services that allow for the County's Campus locations to report different addresses for different lines that are all installed at a common MPOE for 911 telephone calls.
- C. The Bidder MUST provide assistance with tracing harassing, obscene and/or threatening telephone calls placed to County offices. The Bidder MUST work directly with the County and in conjunction with law enforcement entities, as appropriate. This assistance will include, but is not limited to:
  - 1. Providing calling numbers for these types of calls when the County provides the date, time, and called number.
  - 2. Placing a trace or trap on calls made to the telephone number, to capture further calls to that number, until the County is satisfied that the calling number has been identified.
  - 3. Using any other methods the Bidder has available to identify the calling number/party.
- D. The Bidder SHALL provide intercept announcements that can be clearly defined and easily understood. There SHALL be no "number only" messages/announcements.
- E. The Bidder SHALL be able to block the calling number from any location as selected by the County. This includes 1MBs, OPXs, and CO trunks, regardless of type or configuration.
- F. Directory Assistance Service is an information service that allows the County to access phone numbers (local, intrastate, and interstate) by placing an outbound call or through an online product.
  - 1. The Bidder MUST provide directory assistance. The Bidder MUST provide complete details on how the directory assistance will work.
  - The Bidder MUST provide complete dialing instructions.
  - 3. The Bidder MUST provide automated directory assistance (white pages), for numbers nationwide, through online access. The online database MUST include all numbers, including all business numbers (at a minimum tied to the main number).
  - 4. The Bidder SHALL update the online file at a minimum of every seven (7) business days.
  - 5. The Bidder MUST describe how the County will be charged for the online directory service and include this pricing on the detail-pricing sheet for directory assistance. For example, the Bidder may charge a price per online transaction or a monthly rate that includes unlimited transactions. Bidder SHALL submit one rate for any directory assistance call. Bidder SHALL also submit pricing for the online product: either one rate per transaction or one rate for monthly service.
- **8.11** Contractors to provide specific details, in the box below, on how your company meet and/or exceed other required capabilities as noted above.

# 8.12 UNIVERSAL SERVICE ORDER

Contractor is to provide pricing information on Tab H-1 Unit of Service Cost.

- A. Access Reform The County understands the effect that access reform has on both the LEC and IXC. The Bidder SHOULD detail any and all costs related to access reform, e.g. SLC and PIC-C. Information provided SHOULD specifically detail the Bidder's intent to either absorb all access reform related costs or pass these charges to the County. Bidder opting to pass these charges to the County will do so at the sole discretion of the County.
- B. USF, E-Rate, and RHCC. The County understands the effect that USF, E-Rate, and RHCC have on both the LEC and IXC. The Bidder SHOULD detail any and all costs related to USF, E-Rate, and RHCC e.g. USF percentage. Information provided SHOULD specifically detail the Bidder's intent to either absorb all access reform related costs or pass these charges to the County. Bidder opting to pass these charges to the County will do so at the sole discretion of the County.
  - 1. Failure to do so will prevent the Bidder from having the opportunity to pass these charges to the County or our agencies.
  - Favorable consideration will be given to Bidder that elects to absorb these costs as a part of doing business.
- **8.12** Contractors to provide all the requested details, in the box below, regarding universal service order policies which will meet or exceed the requirements noted above.

policies which will meet or exceed the requirements noted above.	
BIDDER'S RESPONSE:	

# 8.13 INTRALATA LONG DISTANCE

These specifications cover the requirements for the acquisition of switched access to IntraLATA long distance (1+) dialing. Provide all one-time, recurring and conversion costs associated with IntraLATA dialing; pricing on Tab H-1 Unit of Service Cost.

- A. Cost Proposal
  - 1. Bidder MUST propose a flat rate per minute pricing that is not time of day sensitive for the services requested in this section.
  - 2. Bidder MUST indicate what discounts, such as volume discounts, or contractual discounts, are available to the County. Bidder MUST clearly identify how these discounts are applied.
- **8.13** Contractors to provide the IntraLATA Long Distance service details, in the box below, for all services proposed as requested above.

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### 8.14 INTERLATA LONG DISTANCE

These specifications cover the requirements for the acquisition of dedicated and switched access to InterLATA and International long distance dialing. Provide all one-time, recurring and conversion costs associated with InterLATA/international services; pricing on Tab H-1 Unit of Service Cost.

### A. Cost Proposal

- 1. Bidder MUST propose a flat rate per minute for InterLATA calling that is not time of day sensitive for the services requested in this section.
- 2. Bidder MUST provide pricing information for international calls.
- 3. Bidder MUST indicate what discounts, such as volume discounts or contractual discounts, are available to the County and MUST clearly identify how these discounts are applied.
- B. The Bidder MUST complete Tab H-1: Unit of Service Cost in this RFP that outlines the minimum requirements for providing cost information. Bidder MUST supply supporting details. This includes all one-time, recurring and conversion costs associated with InterLATA/international services.
- Contractors to provide the InterLATA Long Distance service details, in the box below, for all services

proposed as requested above.	
BIDDER'S RESPONSE:	

#### 8.15 **TOLL-FREE SERVICES**

These specifications cover the requirements for the acquisition of Toll-Free services. The terms Toll-Free or 800 number services may be used interchangeably. Provide all one-time, recurring and conversion costs associated with Toll-Free services pricing on Tab H-1 Unit of Service Cost.

# A. Cost Proposal

- 1. Bidder MUST propose a flat rate per minute pricing that is not time of day sensitive for the services requested in this section.
- 2. Bidder MUST indicate what discounts, such as volume discounts, contractual or bundling, are available to the County. Bidder MUST clearly identify how these discounts are applied.
- Bidder MUST supply supporting details including conversion costs associated with Toll-Free services.

# B. General Requirements

- 1. Bidder responding to this section in this RFP MUST answer the questions listed below.
- 2. Requests for new or additional Toll-Free numbers SHALL be activated within three business days of order.
- 3. There should be NO additional cost for vanity numbers (e.g. 1-800-GO FISH).
- 4. Bidder MUST support Toll-Free number portability.
- 5. Bidder's Toll-Free service MUST have the ability to block local prefixes from placing calls to the 800 number.
- 6. Bidder MUST be able to provide:
  - a. In-state only 800 service
  - b. In-state and out-of-state 800 service

- 7. Facilities used by entities to support Toll-Free numbers include, but are not limited to:
  - a. Business lines
  - b. PBX environments
  - c. Centrex lines
- 8. Bidder MUST be able to block or allow specific area and office codes to place calls to specific 800 numbers.
- 9. The County MUST have online modification capability to allow for re-routing Toll-Free numbers at any time 24/7.
- 10. The County would like to limit the number of calls that are directed to a specified number. Bidder MUST describe how this will be accomplished.
- 11. The County would like to temporarily deactivate numbers that reach a certain dollar limit. Bidder MUST describe how this will be accomplished.
- 12. The County MUST have Toll-Free reporting capabilities including real time reporting of call activity.
- 13. The County is interested in the following enhanced Toll-Free services that allow call management and handling. Services can be added as individual features or combined to create tiered, prompt-driven routing schemes. The requested features include:
  - a. **Time of Day Routing** Routes a call made to a single Toll-Free number to a pre-determined location (ten-digit number), based on the time of the call.
  - b. **Day of Week Routing** Routes a call made to a single Toll-Free number to a pre-determined location (ten-digit number) based on the day the call was made.
  - c. **Holiday Routing -** Routes a call made to a single Toll-Free number to a pre-determined location (ten-digit number) based on the day of the year the call was made.
    - d. **Point of Origination Routing** Routes a call made to a single Toll-Free number to a predetermined location (ten-digit number) based on the originating NPA, NXX, and/or ten-digit number.
    - e. **Toll-Free Blocking** Blocks calls made from pre-determined locations based on the originating NPA, NXX, or ten-digit number. This service would function similarly to the Origination Routing feature only calls coming from the blocked locations would be terminated.
    - f. **Route Advance** Allows customers to define a list of alternate destinations to be used in the event of an incoming call receiving a busy signal or no-answer treatment.
    - g. **DNIS** Sends DNIS digits, which correspond to the dialed Toll-Free number, to the customer's DNIS-capable CPE. It identifies the Toll-Free number dialed.
    - h. **Percent Allocation Routing** This feature allows customers to allocate calls to one Toll-Free number by percentage. Customers can direct XX% of incoming calls to one destination number and XX% of calls to another destination number.

- i. **Directory Assistance Listing** A service whereby Bidder represents their Toll-Free customers by having the Toll-Free numbers listed in the national Toll-Free database. The general public accesses this database by dialing 1-800-555-1212. Users of this service can request a Toll-Free number for a business.
- j. **Routing with Call Completion** Routes customers to an alternate destination in the event the call cannot be completed on its initial try. The alternate destination can be either a destination number or a customized announcement preceding a destination number.
- k. **Menu-Prompted Routing** Allows subscribers to define a customized routing scheme that directs the caller to dial a pre-determined digit in order to reach a particular location. It acts like an IVR system, only it is network-enabled.
- **8.15** Contractors to provide all the requested details, in the box below, regarding your company's Toll-Free services that meet or exceed the requirements noted above.

services that meet or exceed the requirements noted above.						
RIDDER'S RESPONSE:						

# 8.16 CALLING CARD SERVICES

- **A.** Standard calling card services SHALL allow County agency staff to dial a Toll-Free number from anywhere in North America and most foreign countries to access the calling card service to place a call. Bidders are also to describe how the calling cards will be authorized in foreign countries. Provide all one-time, recurring and conversion costs associated with Calling Card Services; pricing on Tab H-1 Unit of Service Cost.
- 1. Calling cards SHALL be available as a billed monthly service and as a prepaid card service and all cards SHALL include a magnetic strip.
- 2. Monthly billed services SHALL be billed on the Customer's regular monthly invoice and SHALL include the card number and the authorized End User of record.
- 3. The Bidder SHALL list all additional features and options offered for this service.
- **8.16** Contractors to provide your company's calling card services, in the box below, for all criteria noted above

above.		
BIDDER'S RESPONSE:		

### 8.17 PS ALI – PBX AUTOMATIC LOCATION TECHNOLOGY

- **A.** E911 calls made from telephones connected to County PABX systems, such as those in County offices or premise environments, may not be precisely located by the 9-1-1 system, eliminating some of the crucial benefits of E911.
- **B.** Pseudo Automatic Location Identification SHALL provide the location of the caller in a PBX environment and identify the County office building and the floor from which the call has been placed.
- **8.17** Contractors to provide the PS ALI E911 service details, in the box below, for all criteria noted above.

### **BIDDER'S RESPONSE:**

# 8.18 SESSION INITIATED PROTOCOL (SIP) TRUNK

The Bidder MUST complete Tab H-1: Unit of Service Cost in this RFP that details the protocols, CODECs, features etc. as they relate to SIP trunking.

- **A.** Describe protocols and CODECs supported.
- **B.** Describe in detail, the types of connection handoffs and media available.
- **C.** Provide a list of available features, both standard and optional.
- **D.** Describe network topology and available termination options.
- E. Describe redundancy options.
- **F.** Describe how 911 and E911 are supported.
- **G.** Describe in detail, the definition of a session.
- **H.** Provide interoperability documentation for supported Session Border controllers.
- I. Cost Proposal
  - 1. Provide cost for transport for trunking to include installation and recurring rate.
  - 2. Provide rate per session.
  - 3. Provide rate per call.
  - 4. Provide any pricing options for bundles or packaged rates.
- **8.18** Contractors to provide the SIP trunk service details, in the box below, for all services proposed as requested above.

BIDDER'S RESPONSE:		

### **DATA SERVICES**

### 9.1 SPECIFICATIONS

- **A.** Responses to the requirements described in this section SHALL include a thorough presentation of how the data network addresses the following:
  - 1. **Ubiquity** the Bidder's ability to provide services throughout the County.
  - 2. **Interoperability** the ability to deliver services that interconnect and communicate based on open established Standards.
  - 3. **Scalability** the ability to deliver services upon demand in all locations.
  - 4. **Survivability** the ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.
  - 5. **Redundancy** having one or more circuits/systems available in case of failure of the main circuits/systems.

- 6. **Diversity** backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.
- **9.1** Contractors to provide details, in the box below, for all criteria noted above.

**BIDDER'S RESPONSE:** 

## 9.2 DATA TRANSPORT SERVICES

- **A.** Specific minimum geographic service areas are identified in the specific requirements for DATA Services section. These minimum geographic service requirements are derived from current County telecommunication usage statistics but are not to be considered a guarantee of future usage.
- **B.** The Bidder SHALL provide transport that will support voice, video and data services, providing a migration path to future application convergence. The transport facilities may include, but are not limited to: DSL, DS0, DS1, DS3, Fractional DS1, Fractional DS3, PIP, SONET, Ethernet, or a combination thereof, to augment geographic coverage or bandwidth.
- **9.2** Contractors to provide details, in the box below, for all criteria noted above.

BIDDER'S RESPONSE:

## 9.3 CARRIER DS3 SERVICE

- **A.** The Bidder SHALL provide DS3 digital data circuits. DS3 service supports point-to-point digital data circuits up to 44.736 Mbps providing full duplex, end-to-end, synchronous serial digital data transport. DS3s may be:
  - 1. Clear-channel
  - 2. Channelized into 28 channels.
- **B.** Carrier DS3 service SHALL include the following:
  - 1. **High Capacity DS3 -** Describes High Capacity DS3 Class of Service.
  - 2. **Subscriber Access Line with Equipment -** DS3 circuit termination per termination with electrical equipment.
  - 3. **Central Office Multiplexing -** An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.
  - 4. Packet Delivery The monthly average packet delivery rate SHALL be greater than 99.9% on a monthly average throughput for each circuit. The monthly average percentage SHALL be derived from the total number of packets/cells/frames output at the network egress port divided by the total number of packets/cells/frames input at the ingress port within the subscribed rate, multiplied by 100.
- **9.3** Contractors to provide details, in the box below, for all criteria noted above.

**BIDDER'S RESPONSE:** 

# 9.4 SYNCHRONOUS OPTICAL NETWORK (SONET)

The County seeks SONET service for high bandwidth (T1 and higher) communication paths that SHALL be provided on dedicated, bi-directional, self-healing rings or as a point-to-point network configuration. The services provided over SONET SHALL comply with all existing Standards for SONET Transportation Systems.

- **A.** Service handoffs on SONET SHALL be synchronous at OC-1, OC-3, OC-12, or OC-48. Asynchronous services at T1 and DS3 SHALL be carried over SONET in 51 Mbps Synchronous Transport Signal Level1 (STS/1) packages. SONET services SHALL include the following:
  - 1. SONET Dedicated Ring
  - 2. SONET Circuit Service
- **B.** The Bidder SHALL provide Customer premise add/drop multiplexing nodes equipped with the following access ports: DS1, DS3, OC-1, OC-3, and OC-12.
- C. Packet Delivery The monthly average packet delivery rate SHALL be greater than 99.9 % on a monthly average throughput for each circuit. The monthly average percentage SHALL be derived from the total number of packets/cells/frames output at the network egress port divided by the total number of packets/cells/frames input at the ingress port within the subscribed rate, multiplied by 100.
- **D.** Alternate ring paths SHALL be available to provide ring diversity at the backbone level.
- **9.4** Contractors to provide details, in the box below, for all criteria noted above.

**BIDDER'S RESPONSE:** 

## 9.5 FRAME RELAY SERVICE DATA SERVICES

- **A.** Each Frame Relay circuit SHALL be priced and provisioned with 50% CIR of the ordered rate (Kbps). Additional CIR SHALL be priced in 32kps increments on a per PVC basis.
- **B.** Local Loop circuits used to deliver Frame Relay have been listed previously (Data Transport Services). Frame Relay pricing SHALL include the cost of the local loop circuit.
- **C.** Packet Delivery The monthly average packet delivery rate SHALL be greater than 99.9 % on a monthly average throughput for each circuit. The monthly average percentage SHALL be derived from the total number of packets/frames output at the network egress port divided by the total number of packets/frames input at the ingress port within the subscribed rate, multiplied by 100.
- **D.** The Bidder MAY offer the Frame Relay service and features detailed as follows:
  - 1. Usage charges associated with each 32Kps unit used for Frame Relay service.
  - 2. Fixed charge associated with PVCs provisioned with no committed information rate.
- **E.** The Bidders SHALL describe installation interval commitment and expedite criteria.

**9.5** Contractors to provide details, in the box below, for all criteria noted above.

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### 9.6 DSL VIRTUAL PRIVATE NETWORK

- A. The County MAY seek DSL service that SHALL include "virtual" connections for multiple fixed sites routed through a private network to a remote site location.
- B. Service SHALL meet ANSI T1.413 Standards secured by large scale security methodologies such as:
  - 1. Firewalls
  - 2. Encryption
  - 3. IPSec
  - 4. AAA Server
- C. The Bidder may offer the DSL VPN service and features detailed below:
  - 1. End-to-end DSL virtual connection.
  - 2. Bidders are to describe installation interval commitment and expedite criteria.
- **9.6** Contractors to provide details, in the box below, for all criteria noted above.

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## 9.7 AGENCY HOSTED DIGITAL SUBSCRIBER LINE (DSL)

- A. The Bidder MAY provide an Agency Hosted Digital Subscriber Line (DSL) service.
- B. To provision DSL service, an ATM PVC or path must be established between the DSL End-User DSLAM (located in a Central Office) and the Agency LAN. One permanent virtual connection SHALL support multiple virtual circuits served by each DSLAM. Each End-User is assigned a virtual circuit, establishing a permanent virtual link between the End-User and the Agency.
- C. The Bidder SHALL provide, at a minimum, the following:
  - 1. Asymmetrical with 128 Kbps upstream and 384 Kbps downstream.
  - 2. Asymmetrical with 1.544 Mbps downstream and 384 Kbps upstream.
  - 3. Symmetrical at 384 Kbps.
- **9.7** Contractors to provide details, in the box below, for all criteria noted above.

### **BIDDER'S RESPONSE:**

## 9.8 GIGABIT ETHERNET METROPOLITAN AREA NETWORK (MAN)

The County seeks Ethernet LAN Extension/ Switched Ethernet, Dedicated and/or Multi-point network services in specific geographic locations throughout the County. The service SHALL provide the capabilities for the transmission of digital signals from 5 megabits per second to 1 gigabit per second

(Gbps) in Ethernet format in dedicated high capacity channel. At a minimum, the service SHALL be available in point-to-point (node-to-node) configurations, enabling Customers to connect two or more Local Area Networks (LANs) at the native speed of the LAN backbone. The Ethernet LAN Extension network SHALL link without signal loss between locations up to distances of 31 miles. Maximum dB loss SHALL NOT exceed 29dB.

- A. Bidder SHALL provide high-speed packet transport that is based on Ethernet transmission parameters that meet IEEE 802.3, 802.3u, and 802.3z standards. Bidder is required to provide pricing for transport bandwidth options of 5 Mbps, 10 Mbps, 20 Mbps, 50 Mpbs, 100 Mpbs, 250 Mbps, 500 Mbps, and 1 Gbps in best effort and/or committed bandwidth versions. If one of the requested services is not currently available, the bidder SHALL specify an estimated target date for deployment.
- B. Bidder must detail any options available under this service (e.g. dedicated vs. shared, CoS, frame priority, committed bandwidth, etc.).
- C. The Bidder SHALL indicate their requirements for the physical pathway from their nearest access point, (utility pole, maintenance hole, vault) to an intended point of Demarcation within a County Entrance Facility, and indicate, if exclusive or shared pathways are acceptable.
- D. RCIT SHALL have the option to contract with the Contractor for Point- to-Point, or Ring fiber topology connections through the Contractor's fiber cable.
- E. The Bidder MAY offer the Ethernet LAN Extension service and features detailed as follows:
  - 1. Central Office termination at the telephone side of the local loop.
  - 2. Mid-Span-Repeater MAY be required to extend the distance limitation.

9.8	Contractors to provide details, in the box below, for all criteria noted above.
	BIDDER'S RESPONSE:

## 9.9 ADDITIONAL REQUIREMENTS

- A. There will be no other costs to RCIT or the County for the services and/or supplies herein specified except those charges as outlined in the vendor's response to this RFP. All costs MUST be provided in Tab H-1: Unit of Service Cost.
- B. Bidder MUST specify their standard installation intervals for each type of circuit (DS1, DS3, OC3, OC12, and OC48) and should understand that installation intervals and related guarantees/SLAs will be considered during evaluation. These installation intervals given by the bidder will be mapped into SLAs in the contract.
- C. Bidder MUST agree to notify the County of any problems with installation within a maximum of 10 working days after the order has been placed. In the event of a facilities issue, bidder MUST provide estimated time when the installation will be completed.

9.9	Contractors to provide details, in the box below, for all criteria noted above.
	BIDDER'S RESPONSE:

## 9.10 ADDED-VALUE

RCIT is requesting the bidder propose any additional added-value features, products and/or services that may distinguish your company and its offerings which will facilitate our selection process of the lowest and best proposals. RCIT will make the sole assessment of the relative merits of each added-value proposal to the County. The bidder SHOULD describe features within their service offerings, such as recovery, resiliency, monitoring, etc. that add value to their services. It should be clearly identified where these services are part of the standard offering, or can be provided, but at additional cost. Additional consideration will be given to bidders who can synchronize clocking from the IntraLATA provider POP.

9.10 Contractors to provide details, in the box below, for all criteria noted above.

BIDDER'S RESPONSE:

### **NETWORK OPERATIONS CENTER**

## 10.1 MANAGEMENT SERVICES

Bidder SHALL provide management services to control the individual elements of the networks in this RFP. The Bidder SHALL have the ability to monitor and maintain the services provided to the County at a Contractor-run management facility on a seven (7) days a week X twenty-four (24) hours per day X three hundred sixty-five (365) days per year basis, hereafter referred to as NOC.

- A. Additional consideration will be given to the Bidder that will provide a dedicated contact at the NOC who understands the County's voice and data network design and can work effectively with the end sites to resolve issues.
- B. Bidder SHALL provide an escalation procedure for the NOC.
- C. A Toll-Free number for reporting problems SHALL be provided. Bidder MUST also accept trouble reporting via the Internet or e-mail.
- D. NOC support MUST also include e-mail notification to the County of any event that has or will affect the County's connectivity including, but not limited to, facilities or equipment maintenance or outage, circuit change or outage, and IP routing disruption. In any case, where connectivity between Bidder and the County fails, the Bidder SHALL make notification to the County by telephone.
- E. Bidder's engineering staff MUST be available to attend or to host occasional face-to-face meetings with the County's engineering staff and/or RCIT's Network Control Center (NCC) regarding any connectivity issue or problem.
- F. County SHALL provide a single point of contact to facilitate repair for each of the connected sites.
- G. Bidder SHALL state whether they provide onsite field support. Any applicable charges (e.g. hourly rates, travel, etc.) MUST be included in the cost summary.
- H. Bidder SHALL provide network tools and reports to RCIT and authorized clients to oversee the contract at no cost to RCIT and our customers. The contractor SHALL provide the following:
  - 1. Transport, hardware and software necessary for RCIT to access the network monitoring and management tools and reports.

- 2. Tools, applications and data to perform on-line daily, monthly and quarterly network trending, inventory, invoice and fiscal management analysis.
- 3. Tools, applications and data to perform real time online ticketing and network performance analysis.
- 4. A timeline SHALL be provided in the Bidder response, estimating when these tools, applications and reports will be implemented and available for RCIT.
- **10.1** Contractors to provide details, in the box below, for all criteria noted above.

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## 10.2 ESCALATION PLANS

- A. The Bidder SHALL have in place a comprehensive escalation plan for use by the County listing increasing levels of technical and management resources that can be contacted in the event of a prolonged failure or service outage.
- B. The plan SHALL include the names and telephone numbers reachable seven (7) days a week X twenty-four (24) hours per day X three hundred sixty-five (365) days per year, including work numbers, pagers and cellular numbers of all levels of technical and managerial support staff in the Bidder's organization.
- C. The plan SHALL include the time frames and circumstances under which the next higher level of technical and management resource would become involved to resolve service failures or problems.
- D. In the event of a catastrophic failure or significant critical failure, all levels of technical and management resource in the Bidder's escalation plan SHALL be contacted immediately, regardless of established protocol.
- **10.2** Contractors to provide details, in the box below, for all criteria noted above.

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## 10.3 <u>DISASTER AVOIDANCE AND RECOVERY PLAN</u>

- A. The Bidder SHALL have a detailed Disaster Avoidance and Recovery Plan in place for all classes of voice and data services included in this RFP, including detailed descriptions of any backup facilities to their Network Operations Centers (NOCs), Network Management Centers (NMCs), or Network Control Centers (NCCs).
- B. The plan SHALL specifically address the Bidder approach to responding to large-scale or catastrophic service failures caused by human actions (e.g. strikes, war, riots, etc.), natural disasters (e.g. storms, fire, wind, etc.) and technical failures (e.g. cable cuts, commercial power outages, etc.).
- C. The plan SHALL specifically address the Bidder emergency power backup capabilities for their central offices, COLO locations, head-end locations and Network Operations Centers (NOCs). The plan SHALL also specify the battery-pack capabilities supporting the Bidder far-end (customer's premises) located digital and/or electronic equipment. Indicate typical full-load battery-pack capacity (in hours), along with additional far-end power contingencies recommended and support by the contractor. Specifically address the following areas:

- 1. The plan SHALL provide a power-regulated battery system for emergency power to all vendor-maintained digital and/or electronic components installed and operational within the County's premises (e.g. Network Interface Units, etc.). The emergency battery power systems SHALL be capable of supplying power at the supported equipment's voltage and amperage requirements for normal operation. The duration of equipment operability on full battery power SHALL be a minimum of four (4) hours per the rating of battery systems provided.
- 2. Bidder SHALL be required to perform routine scheduled maintenance to include load testing, as specified by the battery power system manufacturer. Bidder SHALL remove and replace defective battery cells, as determined by testing, to ensure the battery system is fully functional and capable of providing the specified power output. At such time that a battery cell is tested and found defective, the cell(s) in question SHALL be replaced by the contractor's concurrent with the service/maintenance call. Subsequent to battery cell replacement, the system SHALL be retested by the contractor during the same service call as the discovery is made. Bidder SHALL be required to maintain a reasonable stock, at the contractor's premises, of fullycharged, readily obtainable replacement battery cells dedicated to the County's use for such purpose. This stock of batteries SHALL be accessible to the contractor on a 7x24 basis. Bidder SHALL be capable of retrieving and replacing one or more cells at a particular site, as required, to complete such work within the contracted service response time limits as stated elsewhere in this document. The battery replacement work SHALL NOT be considered accepted or complete until certified by the contractor to be within the manufacturer's specified performance parameters. Above stated testing and maintenance SHALL be performed with no interruption in service to the County of Riverside.
- 3. Any and all defective battery cells replaced by the Bidder during such a service cycle SHALL be removed from the County's premises by the contractor. Bidder SHALL be responsible for recycling and/or legal disposal of expended or defective battery cells. Printed documents indicating serialized battery cell receipt by the accepting agency SHALL be provided to the County by the Bidder upon request.
- 4. Bidder SHALL provide a master schedule bi-annually which indicates the date and sites of scheduled routine maintenance checks at the County's premises as specified in this document. Each maintenance visit SHALL be followed within three (3) business days of a maintenance report by paper or electronic means as mutually agreed. Said reports SHALL indicate scheduled or unscheduled maintenance on all Emergency Backup Battery systems in place on County premises within the County's network. Each report SHALL indicate:
  - a. The site visited.
  - b. The technician's last name and initials.
  - c. The date and time of the maintenance visit.
  - d. The nature of the maintenance performed.
- 5. Should any battery cell or other component of the system be replaced, the serial number(s) of the old and new equipment SHALL be recorded on the report.

10.3	Contractors to provide details in the box below for all criteria noted above	

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## 10.4 <u>SERVICE LEVEL AGREEMENTS</u>

"Response Time" begins at the time a County end-user notifies the Bidder of a trouble or outage, or the Bidder network management organization determines that such a trouble or outage exists on its own. Response Time concludes when the appropriate staff of the Bidder commences performance of remedial services, either in person or remotely. In no case is acknowledgment of receipt of notification of a trouble by the Contractor's service organizations or the simple generation of a trouble ticket to be construed or defined as a "response."

"Restoration Time" also begins at the time a County end-user notifies the Bidder of a trouble or outage, or the Bidder's network management organization determines that such a trouble or outage exists on its own.

As used in this RFP, the terms "restoration," "restoral" and "repair" are synonymous. Restoration Time ends when the Trouble is cleared and the County's end-user confirms the service is once again fully operational. The service levels in the following table are for each individual incident; not an average or mean.

A. **Network Availability (NA)** is the percentage of total minutes during a calendar month that the Services are available to the County. Network Availability is calculated as follows:

NA = (<u>Minutes/month</u>) - (<u>Total outage minutes</u>) (<u>Minutes/month</u>)

Services SHALL be deemed to be unavailable when an outage is officially recorded with the Bidder because the County does not have the ability to transmit or receive packets by means of the Bidder's services. "Total Outage Minutes" SHALL be deemed to be the length of time during which the services are unavailable to the County beginning with the official notification and ending upon full restoration of the services and notification to the County. Outage minutes will not apply to scheduled maintenance activities, problems caused by the County, or for reasons of Force Majeure or other causes beyond the reasonable control of the contractor.

Minimum target availability should be 99.99%. When the availability SLA is not met, the County SHALL receive a credit equal to 1/30th of the monthly recurring charges for the affected services for each cumulative hour or portion thereof during which such services were unavailable to the County. Bidder exceeding minimum requirements will receive additional consideration.

B. **Mean Time to Repair** is the average time it takes for the Bidder to resolve any outage problem in a calendar month. Mean Time to Repair is calculated as follows:

Mean Time to Repair = <u>Total outage minutes</u> Total outage occurrences

Minimum target mean time to repair should be 4 hrs. The objective of this SLA is to measure repair time and to identify recurring problems with repair time frames. This objective will be measured and reported monthly to RCIT. Should the objective be missed more than 3 times in any given fiscal year, the Bidder MUST credit the County for 1% of the annual cost of the contract. The Bidder's failure to meet the objective more than 6 times in a given fiscal year SHALL lead the County to consider cancellation of the contract. Bidder exceeding minimum requirements will receive additional consideration.

TYPE OF TROUBLE	RESPONSE TIME	RESTORATION TIME	STATUS UPDATES
Non-Critical	≤ 2 hours	≤ 5 hours	hourly

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

Purchasing and Fleet Services	r before 1:30 P.M. Pacific Time		
Critical - single line/circuit - *1	≤ 1 hour	≤ 3 hours	½ hr. intervals
Critical - Centrex, 1MB/POTS, Analog Trunk Lines (DID, DOD and Combination), DS-0 circuits and ISDN BRI circuits.	≤ 1 hour	≤ 4 hours	hourly
Critical - T-1, T-3, Frame Relay, PIP(Private IP),ISDN (PRI), DSL, and OC3 to OC48	≤ 1 hour	≤ 3 hours	hourly
Critical - multiple lines/circuits	≤ 1 hour	≤ 3 hours - Utilize escalation plan procedures	½ hr. intervals
Public Safety/Public Health -  Declared emergency service outage *2	IMMEDIATE	≤ .75 hour - Utilize escalation plan	½ hr. intervals
Significant (over 25% of installed base)- Service affecting outage.	IMMEDIATE	≤ 3 hours - Utilize escalation plan procedures	½ hr. intervals
Catastrophic ( over 50% of installed base) - Service Outage - Loss of any Critical Contracting Agency/Department/Organization	IMMEDIATE	≤ 1 hour - Immediately Employ Disaster Recovery Plan; Inform all levels of contractor's technical/management escalation list	½ hr. intervals
Critical -Circuit, Critical Multiple Lines/Circuits, HHC Declared Emergency Service Affecting Outages, Significant and Catastrophic Services affecting Outage - Status Updates	Every 15 Minutes	Not Applicable	Not Applicable
Emergency - It is understood by the bidder that the term 'emergency' is defined as any problem or equipment failure that significantly interferes with the user's function and/or twenty percent (20%) or more of the circuit channels are inoperative and/or the inability to originate or receive voice/data transmission.	IMMEDIATE	≤ 3 hours	½ hr. intervals

<sup>\*1</sup> Services indicated in this RFP as being "critical" or "priority" or "Public Health and Safety" SHALL, for purposes of the above table, all be deemed to be covered by the label "critical." The County and its Contracting agencies reserve the right, upon at least seven days advance notice to the Contractor, to designate the products, circuits, services and Contracting agencies, departments or organizations as "critical," or "priority," or "Public Health and Safety," and the Contractor SHALL be bound by such designations. Other services, for purposes of the above table, SHALL be deemed "non-critical."

\*2 The definition of "Outage" or "Trouble" or "Service-Affecting Trouble" is defined as any circuit, product or service that does not operate within the contracted SLA. For purposes of this RFP, the terms are considered to be synonymous.

## C. Priority/Critical/Public Health and Safety Services

In addition to the above table, when the County or Contracting agency's end-user reports a trouble on a priority, critical, or Public Health and Safety circuit or service, the Contractor SHALL give restoration of that service top priority. The Contractor SHALL be responsible for providing resources and staffing that are fully adequate to give these problems top priority without adversely impacting the levels of service required for the other, non-critical products and services. RCIT anticipates that response to a priority trouble by the Contractor's service organizations would be immediate and that the Contractor's escalation list will be notified at the highest levels as soon as possible.

## D. Grade of Service (GOS)

Bidder SHALL provide quarterly traffic reports on DID services to ensure that a GOS of P.01 is maintained.

## E. Availability of Service

Availability of service SHOULD be at least 99.995% measured over 1 (one) year.

**10.4** Contractors to provide details, in the box below, for all criteria noted above.

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### 10.5 SERVICES

The following Operations, Administration and Maintenance (OA&M) service criteria apply to Voice and Data service support delivered to the County for the term of the proposed Contract.

### A. General

The contractor/s MUST address quality of service, customer support for planning, implementation, production, and level of commitment of their company to the County regarding economic impact and the provision of adequate resources as it relates to the County's objectives. The County anticipates that the contract(s) resulting from this RFP will have a major impact on how County government will continue to provide their respective services to the people of Riverside County. Therefore, any bidder/s choosing to respond to this RFP must realize these expectations and provide a proposal that indicates their long-term commitment to the County and its customers.

- In an effort to maintain a consistent level of service to the County and its customers, bidder/s
  must also be willing to provide, at the County's request, documentation and/or statistics to verify
  their proposal will be adequate to support the current base of users as well as the predicted
  growth in the network over the term of this contract.
- 2. Maintaining the quality and continuity of the County's installed base of existing services (where applicable) until implementation of the new service is successfully completed.

### B. Local/State Account Team

RCIT conducts monthly goodwill meetings with vendors. Bidder must have a local account team in order to fully participate in these recurring conferences. Face to face meetings have fostered stronger business relationships and enabled the vendors to have additional insight into how the County operates.

- List account team members, years of experience in the industry, functions performed by each, and the location of the office where they report. We would like this team to include, at a minimum,
- 2. Bidder/s MUST specify how this staffing will be accomplished. Information should indicate if an account team member is dedicated to the County account or if the member also handles other accounts.

### C. Support Requirements

- It should be understood by the bidder/s that the term 'service center' is defined as an established location with a Toll-Free number at which technicians operating out of the service center can be contacted.
- The bidder/s MUST provide Network Repair Center (service center) services with 7 x 24 coverage.
  - a. If the Network Repair Center (service center) responsible for providing support differs from the definition above, the bidder/s MUST describe in detail exactly how the proposed service center differs.
  - b. Bidder/s MUST propose service center response for emergency service requests within two (2) hours, 7 X 24 X 365. A qualified technician onsite, either at customer premises or POP as appropriate, MUST make this response. The response must be appropriate to the level of the emergency as defined by RCIT.
  - c. Response time for routine service requests SHALL NOT exceed 24 hours.

## D. Compatibility

All service(s) provided to the County under this contract MUST be compatible with the County's existing services, systems and equipment. The Bidder/s SHALL have the sole responsibility to identify the necessary operations, procedures, software and equipment to ensure service compatibility. Any known incompatibilities between the newly installed services and the existing County facilities (service, systems and equipment; especially RCIT's Trouble Ticketing System – Remedy) would be rectified within 15 days of service order receipt and acknowledgment.

# E. Interoperability/Transitional Costs

All Voice and Data services provided under this contract MUST be able to inter-operate with all existing and new County telecommunications services, systems and equipment provided by the Bidder/s.

1. The County will provide technical specifications for interfacing with the existing services, systems, equipment and facilities. Any costs NOT set forth in the Bidder/s proposal and in the contract resulting from this RFP which are necessary to make the Bidder/s services inter-operate with existing County services and systems SHALL be borne in full by the Bidder/s.

### F. Provisioning – Service Orders

The Bidder/s MUST provide accurate and efficient methods and/or systems for ordering, initiating, tracking and completing service orders for the services being provided.

1. Service orders MUST automatically be assigned a unique service order number by the Bidder/s and/or the Bidder/s systems. The service order number will be provided to RCIT for tracking and auditing purposes during the life cycle of the work.

- 2. The system and the methods involved in ordering service MUST include an interactive process to acknowledge receipt by the Bidder/s of the service order, include installation start dates and completion dates, and be consistent with the SLA (Service Level Agreement) requirements of the contract. All services specified on the order SHALL, unless otherwise agreed by the County, be provided within the time frames and at the price(s) required by the contract, which will also be set forth on each order.
- 3. Without exception, service orders SHALL be acted upon only if issued by personnel on RCIT's authorized contact list, a SR tracking number is provided, and a billing address is specified. Copies or images of all service orders SHALL be maintained for the life of the contract.
- 4. For new service, changes in service, and deletions of service, the SR number provided by RCIT personnel will be referenced on the invoice for tracking purposes.

## G. Expedited Service Orders

Bidder/s SHALL have a process whereby service orders can be expedited at the sole request of the County. Such service orders, if requested by the County, would take precedence over all other service orders.

1. Bidder/s SHALL fulfill reasonable levels of expedited service order requests.

### H. Service Installation

Bidder/s SHALL provide a staff of fully-qualified technicians in numbers adequate to perform all services, at all times, required by the contract, within the response times and other SLA levels required by the contract. If an installation is subcontracted, the bidder/s SHALL be responsible for ensuring the subcontractor/s performs the installations and support in conformance with the required time frames and service levels.

1. Bidder/s SHALL provide provisioning timelines for services requested from receipt of order to the delivery of service.

### I. Overall Implementation

Bidder/s SHALL be responsible for managing and facilitating the implementation of all classes of Voice and Data services included in the contract. Implementation includes, but is not limited to, ordering the service(s), scheduling, installation, project management, cutover testing, planning, and participation in user acceptance testing. Bidder/s would have the following responsibilities:

- 1. Provide a schedule of installation timeframes for all classes or categories of Voice and Data services included in the contract, consistent with the timeframes that were included in the proposal.
- 2. Meet all service delivery schedules included in the installation time schedule accepted by the County.
- 3. Ensure the services, features and functions provided to the County conform to the technical specifications defined.
- 4. Maintain the quality and continuity of the County's installed base of existing services (where applicable) until implementation of the new service is successfully completed.
- 5. Minimize service disruptions caused by the transition of services between existing bidder/s and the bidder/s services.

- 6. Minimize disagreements between multiple service providers by acting as the County's single-pointof contact during transition of services from existing bidders.
- 7. Ensure on-time delivery of seamless, fault-free services to the County and the end users.

# J. Single Point of Contact

Bidder/s SHALL have a single point of contact inside the organization responsible for the implementation of services.

- 1. The point of contact, at a minimum, SHALL be available via telephone, cellular phone or pager during implementation.
- Bidder/s single point of contact SHALL coordinate with RCIT, any subcontractor, and other service
  providers to ensure a timely and fault-free implementation of the service. In the case of transition
  efforts, the Program Manager SHALL be a bidder resource that is dedicated to transition activities
  until such time as transition is declared complete.

## K. Reports

The Bidder/s SHALL provide comprehensive monthly service reports to the County. These can include, but are not be limited to, monthly trouble reports, service order activity, MAC, etc.

1. Bidder/s SHOULD clearly indicate which reports are available to the County free of charge.

## L. Interruption of Services

- 1. The bidder/s MUST agree to an SLA that guarantees services are available to the County in excess of 99.995% for any given month.
- 2. The County may immediately terminate this contract with the bidder/s, with no penalty or liability to the County, should this SLA be repeatedly exceeded.
- 3. The bidder/s MUST describe in detail their SLA for availability and the County's recourse in the event that the SLA is missed. Bidder/s will be scored based on the strength of their SLA and the related recourse provided the County.
- 4. Any bidder/s outage that affects the County's ability to communicate must be reported promptly to the RCIT Help Desk (951-955-9900) with an estimated time for restoration of service.
- 5. Bidder/s MUST describe service procedures from the point of discovery, reporting the service interruption until the problem has been resolved.

## M. Minimum Requirements Expected

The contractor/s SHALL be responsible for simple, standard service delivery (installation) of the central office exchange services (or equivalent) and business service to the customer's workstation (station jack or equivalent demarcation point), unless the contractor/s identifies, to the customer, and the customer agrees with a restriction or limitation that prevents the contractor/s from completion of this contractual responsibility.

The contractor/s responsibility SHALL include test and validation of delivery for all basic and optional service features associated with the County's specific work order.

All business lines must comply with North American and/or International standards for analog, digital, broadband or IP subscriber line installation, testing and performance throughout the duration of the contract.

- 1. Business and Line Side Service Transmission Quality:
  - a. Line Transmission levels (reference 1000 hertz @ 0DB) SHALL NOT exceed –8DB loss as measured from the central office to customer Minimum Point of Entry (MPOE).
  - Noise measurements on a business or central office exchange services (or equivalent) SHALL NOT exceed 32DBRN between the central office and customer Minimum Point of Entry (MPOE).
- 2. Network Availability: General business communications requirement: Guaranteed P.03 Grade of Service. Public Safety, 9-1-1, or equivalent essential service communications requirement: Guaranteed P.01 Grade of Service
- 3. Compliance with Standards:
  - Contractor/s SHALL meet the voice compression standard ITU G.711 for existing Line Side Services.
  - b. Contractor/s SHALL provide documentation that supports adherence to the requirement above in the response to this RFP.
- N. Customer Interactive Web Based Billing, Invoicing and Report/Management Capabilities RCIT expects bidder/s to provide the following features and capabilities.
  - Bidder to provide and maintain a public/private web site. This portal will be used to provide RCIT
    personnel and RCIT authorized clients with access to CSRs (Customer Service Records), SLAs
    (Service Level Agreements), fiscal management reports, invoices, contract performance reports
    and contracted service project reports.
  - 2. RCIT personnel will have super user or administrator rights for this web site, which will allow RCIT to independently add additional users, accounts, permissions, etc.
  - 3. Bidder to offer web based billing software for contract services with monthly copies of the bill detail that can be used with billing software.
  - 4. Bidder to offer transport software necessary for RCIT to access the network monitoring and management tools and reports.
  - 5. Bidder to provide web enabled tools, applications and data to perform online daily, monthly and quarterly network trending, inventory, invoice and fiscal management analysis.
  - 6. Bidder to provide web enabled applications for service provisioning, invoicing, performance analysis and trouble reporting for RCIT personnel.
  - 7. At all times, RCIT expects the bidder to maintain a fully functional web site where we can review and download invoice copies. If a new billing system or web site is implemented, we expect the old system to be retained in service until all functionality, e.g. viewing and downloading invoices, submitting billing inquiries and trouble tickets is confirmed in the new system.
- **10.5** Contractors to provide details, in the box below, for all criteria noted above.

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## 10.6 BILLING

## A. Billing Support

The current contractor/s provide comprehensive billing support for all classes of service under this contract. The contractor/s SHALL provide a de-centralized bill in which detailed invoices can be aggregated into master bills for contracting agencies. In the future, we plan to move to a centralized billing model where RCIT will invoice individual contracting agencies. When/if RCIT chooses to invoke this option, bidder/s SHALL migrate bills at no additional charge to RCIT.

The billing procedures include, but are not be limited to, the following:

- 1. Bidder/s SHALL provide monthly billing reports, at no charge to the County or contracting agencies for the life of the contract.
- 2. Bidder/s SHALL provide duplicate billing detail reports, at no charge, for a period of at least twelve (12) months past the original billing date.
- 3. Once a year, each July, a <u>comprehensive</u> billing summary report SHALL be provided to RCIT personnel. This report will cover all services under this contract, not just those billed to RCIT, and will identify the agency billed for the service, the service address, charge code or description of service, recurring charge amount, CIDs(circuit identification), BTN (billing telephone number), and WTN ( working telephone numbers). This report will be provided to RCIT at no additional charge.
- 4. Bidder/s SHALL charge for all services within three billing cycles of when the services were rendered. Charges not submitted within three billing cycles SHALL be borne by the bidder/s.
- 5. Bidder/s SHALL NOT implement service charge changes of any types (including tariff changes), without the prior knowledge and approval of the appropriate agency or RCIT management.
- 6. The County will not accept charges from any third party service provider. Bidder/s MUST ensure the County they will not allow any extraneous third party billing to be applied to any of the County's bills.
- 7. If, during the period of this RFP award, billing telephone numbers change, the Bidder SHALL provide RCIT with a comprehensive list identifying the old and corresponding new billing telephone numbers.
- 8. Bidder/s MUST respond in detail to the following questions regarding billing:
  - a. Explain summary bills offered by your company a single composite bill with several sub accounts paid with one payment
  - b. Provide a detailed explanation of how bidder/s normally bills customers.
  - c. If requested, can the bill be provided not only on paper, but also by a method of online transfer, or CD?

d.	Riverside County requires billing on a monthly basis.
	Please state the billing date
	State the payment due date
	If late charges apply, how are they based?

e. Describe in detail any electronic payment options.

#### B. Credits

The bidder/s SHALL have in place a policy and process for issuing credits. Credits due the County resulting from billing errors are to be applied automatically and will be processed within 30 days of the credit claim and appear on the contracting agency bill within one billing cycle.

- 1. Credits will be clearly identified on the appropriate contracting agency bill, and MUST include work order number, trouble ticket number and circuit or line number.
- Normal day-to-day credits are to be applied at the appropriate contracting agency or RCIT billing account levels, providing detailed information pertaining to each credit item, including work order or trouble ticket number and circuit or line number.
- 3. Bidder/s SHALL also provide the appropriate credits for taxes and surcharges associated with each credit item.
- 4. Where back credits are owed the County, the County SHALL have the option of requesting a check, in lieu of a credit.
- 5. Bidder/s SHALL have a mechanism for uniquely identifying credits for service outages caused by a major failure of their services. Within three billing cycles of the service outage, the credit for the outage MUST appear on the contractor/s master bills to the County.
- 6. If the County contracts with external telecom auditors to uncover improper billing and obtain credit refunds, the contractor/s MUST provide a check for credits owed the County based on the external auditor's efforts.

### C. Invoices

A payable invoice, less applicable aggregate discounts, SHALL be provided to each individual contracting agency. Contracting agency managers SHALL be provided aggregated billing data for all classes of service provisioned, on a monthly basis. Monthly invoices and individual contracting agency reports SHALL include, but not necessarily be limited to, the contracting agency name(s), main account number(s), and main telephone number(s).

- 1. A detailed billing invoice for services generated under this proposed contract SHALL include:
  - a. Originating/terminating phone numbers (for calls).
  - b. Dedicated circuit numbers and usage/mileage charges.
- For service orders completed within the last billing cycle the following will be provided:
   Contracting agency name, address, services provided, site contact (name and phone number),
   completion date, telephone or circuit numbers (if applicable), service classes, work activity
   performed, billing number and County provided SR order number.
- 3. For all charges, sufficient detail to audit the charges must be provided, including the SR order number, contracting agency name, location or address, circuit number, type(s) and/or class(es) of service, description of the work done, and total dollar amount of the charge.
- 4. Detailed monthly recurring charges (including all applicable discounts) will be itemized.
- 5. Invoices SHALL be complete for all contracting agencies and SHALL include sufficient detail necessary to reconcile charges with completed service orders or actual usage.

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

6. Bidder/s SHALL ensure that all charges, credits and debits are shown on the invoice and that no additional data is necessary to verify the charge for a service, circuit, call, feature, or the amount of a discount, credit, debit or payment.

10.6	Contractors to provide details, in the box below, for all criteria noted above.
	BIDDER'S RESPONSE:

## Tab G References

All bidder(s) must include present and past performance information with a minimum of three (3) references. References cannot include Riverside County Elected Officials, Department Directors, or Information Technology staff as a reference. However, references can include other county agencies that are not partaking in this RFP. Please verify that all reference information is correct.

Describe a minimum of three (3) references of recent similar projects that the County is requesting for

n this	RFP. These referenced projects must show the qualifications of the bidder's team capabilities to
	te the County's project.  IDDER'S RESPONSE:
	eference 1 Company name :
Α	ddress:
С	ontact person:
Е	mail address:
T	elephone address:
Р	roject name:
D	ates worked performed
S	ummary of scope of services:
Р	roject cost:
R	eference 2 Company name :
Α	ddress:
С	ontact person:
Е	mail address:
T	elephone address:
Р	roject name:
D	ates worked performed
S	ummary of scope of services:
Р	roject cost:
R	eference 3 Company name :
Α	ddress:
С	ontact person:
Е	mail address:
T	elephone address:
Р	roject name:
D	ates worked performed

Summary of scope of services:

County of Riverside	Request for Proposal # ITARC116
Purchasing and Fleet Services	Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time
Project cost:	

2. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.

**BIDDER'S RESPONSE:** 

3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

**BIDDER'S RESPONSE:** 

# Please provide one copy of Items H and I in a clearly marked, sealed envelope.

## **Tab H Cost Proposal**

Bidder shall label a page Tab H and provide the following:

In this section, please complete and include the Cost Proposal Sheet and <u>place in a sealed envelope, and include only in the Original Proposal (Not in the copies).</u> Cost Proposals will be opened after the evaluation of the proposals has been completed. The County reserves the right to negotiate final fees with the selected Contractor(s).

Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

## H-1 UNIT OF SERVICE COST

# **Countywide Data and Voice Network Services Pricing**

Does the California Public Utilities Commission (CPUC) recognize your Company? Yes				
Does your company have tariffs filed with the CPUC? If so, please specify for what services.	Yes	_No		
Does your company have tariffs filed with the FCC?	Yes	_No		

### **VOICE SERVICES**

Call Charges

Call Type		1st Minute	Additional Minutes
InterState -			
InterLATA			
IntraState -	-		
InterLATA			
InterState -	•		
IntraLATA			
IntraState -			
IntraLATA			
International			
Local			
ZUM			
Directory Assistance			

- 1. The County requires existing telephone numbers, dialing plan and DID numbers to remain in place. Describe how this 'transition without change' can be accomplished without any form of outages, interruption of service or additional costs.
- 2. Describe your network in detail, including network diagrams.
  - a. Specify, by location, the connecting points of presence (POPS), and central (switching) offices, and provide a schedule of any expected additions and/or relocations.
- 3. Indicate ownership of said facilities and identify the type of transmission medium (e.g. fiber, microwave, etc.).
- 4. Provide details concerning emergency backup support, including any costs associated with backup. This support is applicable to the network, points of presence, and central offices.
  - a. Provide diagrams indicating backup support locations.

Service Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges
1MB						
Centrex/CentraNet						
DS1						
PRI Trunks						
Central Office Trunks - Riders on PRI/T1						
Central Office Trunks - Standalone						
DID Trunks - Riders on PRI/T1						
DID Trunks - Standalone						
DID Stations - 100 block						
DID Stations - 20 block						
DCS - 24 Channel						
DCS - 48 Channel						
DCS - 96 + Channel						
ISDN - BRI						
ISDN - PRI						
VOICE MAIL						
CID (Caller ID)						
OPX						
FX (Foreign Exchange)						
Toll-Free ( 800 Service)						
Calling Card						

1MB FEATURE	YES	NO	NOTES	CHARGES
Hunting				
Three-way calling - switch-hook flash? If not, describe method (Countywide).				
Touchtone				
Call waiting - interrupted dial tone? If not, describe method.				
Call forwarding - interrupted dial tone? If not, describe method.				
Feature blocking				
PIC/LPIC code change blocking on all lines.				
Third party vendor blocking on all lines.				
Detailed usage for calls.				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
CENTREX FEATURE	YES	NO	NOTES	CHARGES
Hunting				
Three-way calling - switch-hook flash? If not, describe method (Countywide).				
Touchtone				
Call waiting				
Call forwarding - Interrupted dial tone? If not, describe method.				
Call transfer				
Abbreviated dialing - State the size of the personal list.				
Intercom groups				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				

CUSTOMER CONTROLLABLE FEATURE	YES	NO	CENTREX OFFICES	CHARGES
Call block				
Call forwarding busy line-fixed				
Call forwarding busy line-variable				
Call forwarding don't answer-fixed				
Call forwarding don't answer-variable				
Call forwarding variable				
Call hold				
Call pickup				
Call return				
Call selector				
Dial call waiting				
Preferred call forwarding				
Repeat dialing				
Series completion hunting				
Abbreviated dial short				
Station restriction-full denied origination				
Station restriction-full denied termination				
Call tracing/tracking				
Call waiting originating				
Call waiting terminating				
Caller ID-number only				
Code restriction-900/976				
Code restriction-411				
Code restriction-011				
Code restriction-10XXX and 101XXX				
Code restriction-N11				
Directed call pickup				
Directed call pickup with barge in				
Directed call pickup non-barge in-exempt				
Abbreviated dial long-per controlling line (minimum				
30 numbers)				
Abbreviated dial long-per additional line				
Station controlled conference				
Toll restriction				

CENTRAL OFFICE TRUNK FEATURE	YES	NO	NOTES	CHARGES
Hunting/Multiline Hunting				
SEQUENTIAL				
CIRCULAR				
Touchtone				
Availability Control				
Night Terminal				
Automatic Channel Selection				
Answer Supervision				
Signaling				
Addressing				
DTMF				
MULTI-FREQUENCY				
Dial Tone				
SECOND DIAL TONE				
Call Transfer				
Equal Access				
Trunk Group				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				
Additional feature -				

ISDN BRI/PRI FEATURE	YES	NO	NOTES	CHARGES
Alternate Route				
Enhanced Alternate Route				
Calling Name Display				
Dialing Plan				
Message Waiting Indication				
Network Ring Again				
PRI subgroup				
Private Facility Connection				
User-to-User Information				
Additional feature -				

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

Additional feature -		
Additional feature -		
Additional feature -		

MISCELLANEOUS SERVICES	YES	NO	NXX	CHARGES
Voice Mail				
Caller ID (identification)				
OPX				
OPX signaling arrangements.				
FX				
Centrex environment				
Non-Centrex environment				

DIRECTORY SERVICE	ONE TIME	RECURRING
LISTING CHARGE		
PER TRANSACTION		
MONTHLY		

TOLL-FREE REQUIREMENTS	YES	NO	NOTES	ACTIVATION	OTHER
New number activation within 3 days					
Vanity numbers - no extra charges					
Toll-Free portability					
Service area restrictions					
In State Toll-Free					
In State & Out of State Toll- Free					
Area Code blocking per Toll-Free					
Web site for real time changes					
Number of calls restriction					
Temporarily deactivate Toll- Free number when dollar limit reached					

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TOLL-FREE FEATURE	YES	NO	NOTES	CHARGES
Time of Day Routing				
Day of Week Routing				
Holiday Routing				
Point of Origination Routing				
Toll-Free Blocking				
Route Advance				
DNIS (Dialed Number Identification Service)				
Percent Allocation Routing				
Directory Assistance Listing				
Routing with Call Completion				
Menu-Prompted Routing				

SIP TRUNK FEATURES	INSTALLATION	RECURRING	NOTES	STANDARD/ OPTIONAL

SIP TRUNK	INSTALLATION	RECURRING
TRANSPORT FOR TRUNKING		
RATE PER SESSION		
RATE PER CALL		
BUNDLED RATE		

OTHER VOICE SERVICES (NOT PREVIOUSLY LISTED)

Circuit Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges

DATA SERVICES - Provide all one-time, recurring and (if applicable) conversion costs associated with dedicated private line IntraLATA services.

Circuit Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges
FR 128K						
FR 192K						
FR 256K						
FR 384K						
FR 768K						
FR DS1 (HOST)						
FR DS3 (HOST)						
P2P T1						
P2P T3						
SONET OC-3						
SONET OC-12						
SONET OC-48						
DSL VPN						
DSL - 128/384						
DSL - 1.544/384						
DSL - 384/384						
Ethernet 5 Mbps						
Ethernet 10 Mbps						
Ethernet 20 Mbps						
Ethernet 50 Mbps						
Ethernet 100 Mbps						
Ethernet 250 Mbps						
Ethernet 500 Mbps						
Ethernet 1 Gbps						

# OTHER DATA SERVICES (NOT LISTED ABOVE)

feature

Circuit Type	Installation Charges	Recurring Charges	Conversion Charges	Standard Installation Interval	Expedited Installation Interval	Expedited Installation Charges

Unit of Service prices are all inclusive, including all expenses and other costs necessary to complete the work specified. Bidder is required to sign each cost proposal. Failure to do so could result in a non-responsive bid.

	<u>CERTIFICATIONS</u>
I,, a du	uly authorized agent of
Printed Name of Agent/Officer	Name of Organization
hereby certify that	by submission of this proposal in response to the
Name of Organization	
Professional Services RFP, agree upon contract award to ca	arry out the requirements specified and obligations set forth therein.
Signature	Date
Title of Agent/Officer	

## Tab I Financial Statement

Bidder shall label a page Tab I and provide the following:

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a Contractor the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Please place financials in a separate envelope and mark "Tab I Confidential" if Bidder(s) agency requires this to be kept confidential. The County cannot guarantee that the financials submitted will be kept confidential.

Financial statements should only be included in the binder marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed envelope and marked "Confidential.")

## Tab J Bidder Attachment(s)

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the RFP, bidders shall paste in Tab J. When pasting attachments to Tab J, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as shown below:

### Below is an example:

# Tab D Company/Agency Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

9. Business name and legal business status (i.e. partnership, corporation, etc.)

#### **BIDDER'S RESPONSE:**

"Attachment 1"

10. Proof of non-profit status, if applicable

### **BIDDER'S RESPONSE:**

"Attachment 2"

### 13.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a>. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at <a href="https://www.purchasing.co.riverside.ca.us">www.purchasing.co.riverside.ca.us</a>.

## 14.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as Exhibit A. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

### 15.0 HIPAA BUSINESS ASSOCIATE ADDENDUM

The bidder shall review the HIPAA Business Associate Agreement, attached hereto as Attachment I, to warrant that, under the Health Insurance Portability and Accountability ACT (HIPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the bidder will comply with the Security Rule as a Business Associate, if under an agreement arising from this RFP, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

### 16.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.
- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not

commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

### 17.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/Qualifications which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language

If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA Business Associate Addendum. If the HIPAA Associate Addendum is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

### 18.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

## \* Note:

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

# **EXHIBIT A**

TABLE 1
Riverside County locations

Address	City	Telco	NPA	NXX
Dawson Canyon Road	Corona	at&t	951	277
Ontario Avenue	Corona	at&t	951	737
South Buena Vista Avenue	Corona	at&t	951	272 & 273
South Main St	Corona	at&t	951	273
Temescal Canyon Road	Corona	at&t	951	737
Cedar Creek Rd	Eastvale	at&t	951	898
5th & Western	Norco	at&t	951	737
Hamner Avenue	Norco	at&t	951	272 & 737
Limonite Ave.	Pedley	at&t	951	685
10th Street	Riverside	at&t	951	680
10th Street	Riverside	at&t	951	788
12th Street	Riverside	at&t	951	275
14th Street	Riverside	at&t	951	682
Alessandro Blvd	Riverside	at&t	951	789
Atlanta Street	Riverside	at&t	951	369 & 778
Blaine Street	Riverside	at&t	951	358
Castellano Road	Riverside	at&t	951	682
Central Avenue	Riverside	at&t	951	778
Chicago Avenue	Riverside	at&t	951	341
County Circle Drive	Riverside	at&t	951	352 & 358
County Farm Road	Riverside	at&t	951	358 & 359
Crestmore Road	Riverside	at&t	951	686
Franklin Street	Riverside	at&t	951	682
Gramercy Place	Riverside	at&t	951	353
Harrison Street	Riverside	at&t	951	689
Hemet Street	Riverside	at&t	951	354
Hole Street	Riverside	at&t	951	358 & 509
Indiana	Riverside	at&t	951	358 & 359
Iowa Avenue	Riverside	at&t	951	779 & 787
Kidd Street	Riverside	at&t	951	358 & 359
Lake Pointe Drive	Riverside	at&t	951	352
Lemon Street	Riverside	at&t	951	778 & 955
Lime Street	Riverside	at&t	951	778 & 784
Magnolia Avenue	Riverside	at&t	951	358 & 509
Market Street	Riverside	at&t	951	683
Mission Blvd	Riverside	at&t	951	341 & 509
Mission Grove Pkwy	Riverside	at&t	951	358 & 509
Mission Inn Avenue	Riverside	at&t	951	683
Orange Street	Riverside	at&t	951	684 & 686

Purchasing and Fleet Services		Closing	g Date: 9/26	3/12 on or before 1
Palmyrita Avenue	Riverside	at&t	951	358 & 684
Park Avenue	Riverside	at&t	951	328
Presley Avenue	Riverside	at&t	951	782
Reynolds Road	Riverside	at&t	951	343
Riverside Avenue	Riverside	at&t	951	369
Rubidoux Blvd	Riverside	at&t	951	683
Sherman Way	Riverside	at&t	951	637
•				684 &
Spruce Street	Riverside	at&t	951	784
Trisha Way	Riverside	at&t	951	780
University Avenue	Riverside	at&t	951	784
Van Buren Avenue	Riverside	at&t	951	358
Washington Street	Riverside	at&t	951	369 & 955
Wilderness Road	Riverside	at&t	951	354 & 358
Broadway	Blythe	Frontier	760	921 & 922
Broadway	Blythe	Frontier	760	921 & 922
Hobsonway	Blythe	Frontier	760	921 & 922
Midland Road	Blythe	Frontier	760	921 & 922
North Broadway	Blythe	Frontier	760	921 & 922
North Spring Street	Blythe	Frontier	760	921 & 922
South Broadway	Blythe	Frontier	760	921 & 922
West Barnard Street	Blythe	Frontier	760	921 & 922
West Hobsonway	Blythe	Frontier	760	921 & 922
Wiley's Well Road	Blythe	Frontier	760	921 & 922
Lakeshore Blvd	Aguanga	Verizon	951	763
Highway 371	Anza	Verizon	951	763
East Hays Street	Banning	Verizon	951	849 & 922
East Ramsey Street	Banning	Verizon	951	922
Hargrave Street	Banning	Verizon	951	849 & 922
North Alessandro	Banning	Verizon	951	849 & 922
North Murray	Banning	Verizon	951	849 & 922
South 4th Street	Banning	Verizon	951	849 & 922
Twin Pines Road	Banning	Verizon	951	849 & 922
West Ramsey Street	Banning	Verizon	951	849 & 922
West Wilson Street	Banning	Verizon	951	849 & 922
East 6th Street	Beaumont	Verizon	951	845
Hannon Road	Beaumont	Verizon	951	845
Lamb Canyon	Beaumont	Verizon	951	845 & 769
Maple Street	Beaumont	Verizon	951	845
Orange Avenue	Beaumont	Verizon	951	769
Broadway	Cabazon	Verizon	951	922
Main Street	Cabazon	Verizon	951	922
Park Avenue	Calimesa	Verizon	909	795
Vacation Drive	Canyon Lake	Verizon	951	244
	<b>, -</b>			1

Purchasing and Fleet Services		Closing	Date: 9/26	/12 on or before 1
Avenida Lalo Guerrero	Cathedral City	Verizon	760	202 & 770
Date Palm Drive	Cathedral City	Verizon	760	202 & 770
Edom Hill	Cathedral City	Verizon	760	202 & 770
Perez Road	Cathedral City	Verizon	760	202 & 770
Avenida Mira Villa	Cherry Valley	Verizon	951	845
Oak Glen Road	Cherry Valley	Verizon	951	845
6th Street	Coachella	Verizon	760	398
Pet Land Place	Coachella	Verizon	760	343
Court Street	Desert Center	Verizon	760	392
Lake Tamarisk Drive	Desert Center	Verizon	760	227
	Desert Hot			
Bennett Road	Springs	Verizon	760	251 & 329
Dillon Road	Desert Hot	Verizon	760	251 & 329
Dillott Road	Springs Desert Hot	Venzon	700	251 & 329
Palm Drive Ste 109A-112	Springs	Verizon	760	251 & 329
	Desert Hot			
Pierson Blvd	Springs	Verizon	760	251 & 329
Acacia Avenue	Hemet	Verizon	951	927 & 791
Bautista Road	Hemet	Verizon	951	927
Fairview Avenue	Hemet	Verizon	951	927
North Juanita Street	Hemet	Verizon	951	658
North San Jacinto Street	Hemet	Verizon	951	791
North State Street	Hemet	Verizon	951	791
North State Street	Hemet	Verizon	951	766
North State Street	Hemet	Verizon	951	766 & 929
Sage Road	Hemet	Verizon	951	767
South Sanderson Avenue	Hemet	Verizon	951	766
Stanford Street	Hemet	Verizon	951	658
West Stetson Street	Hemet	Verizon	951	925 & 662
Center Street	Highgrove	Verizon	951	686
Sultanas Road	Homeland	Verizon	951	926
Franklin Drive	Idyllwild	Verizon	951	659
Johnson Street	ldyllwild	Verizon	951	659
Marion Ridge Road	ldyllwild	Verizon	951	659
El Dorado Drive	Indian Wells	Verizon	760	568
Arabia Street	Indio	Verizon	760	863
Avenue 45	Indio	Verizon	760	347
Highway 111	Indio	Verizon	760	863
Jackson Street	Indio	Verizon	760	342 & 347
Madison Street	Indio	Verizon	760	342
Monroe Street	Indio	Verizon	760	863
Oasis Street	Indio	Verizon	760	863
Oasis Street	Indio	Verizon	760	863
Adams Street	La Quinta	Verizon	760	345
			L	

Closing Date: 9/26/12 on or before 1:30 P.M. Pacific Time

Fulchasing and Fleet Services		Ciosiri	y Date. 9/20	o/ 12 off of before
Frances Hack Lane	La Quinta	Verizon	760	564
Madison Avenue	La Quinta	Verizon	760	564
Grand Avenue	Lake Elsinore	Verizon	951	245
Limited Street	Lake Elsinore	Verizon	951	245
Maiden Lane	Lake Elsinore	Verizon	951	678
Minthorn Street	Lake Elsinore	Verizon	951	245
Ortega Highway	Lake Elsinore	Verizon	951	678
West Graham Avenue	Lake Elsinore	Verizon	951	674
66th Avenue	Mecca	Verizon	760	393 & 863
Fourth Street	Mecca	Verizon	760	396
Menifee Road	Menifee	Verizon	951	679
Wickerd Rd	Menifee	Verizon	951	679
Cactus Avenue	Moreno Valley	Verizon	951	486
Calle San Juan De Los Lagos	Moreno Valley	Verizon	951	486
Cottonwood Avenue	Moreno Valley	Verizon	951	413 & 485
Eucalyptus Ave	Moreno Valley	Verizon	951	924
Fredrick Street	Moreno Valley	Verizon	951	486
Heacock Street	Moreno Valley	Verizon	951	413
Indian Avenue	Moreno Valley	Verizon	951	924
Ironwood Avenue	Moreno Valley	Verizon	951	247
LaSalle Street	Moreno Valley	Verizon	951	924
Nason Street	Moreno Valley	Verizon	951	486
Sunnymead Blvd	Moreno Valley	Verizon	951	242
Village Road	Moreno Valley	Verizon	951	924
Highway 74	Mountain Center	Verizon	951	349 & 659
Morris Ranch Road	Mountain Center	Verizon	951	659
Auld Road	Murrieta	Verizon	951	696
Los Alamos Road	Murrieta	Verizon	951	600
Sky Canyon Drive	Murrieta	Verizon	951	698
Winchester Rd	Murrieta	Verizon	951	600
Corvina Road	North Shore	Verizon	760	393
10th Street	Nuevo	Verizon	951	928
Country Club Drive	Palm Desert	Verizon	760	346
El Cerrito Rd	Palm Desert	Verizon	760	863
Las Montanas	Palm Desert	Verizon	760	393
Mesa View Drive	Palm Desert	Verizon	760	340
Town Center Way	Palm Desert	Verizon	760	346
E. Tahquitz Canyon Way	Palm Springs	Verizon	760	778
East Tahquitz Canyon Way	Palm Springs	Verizon	760	778
North Sunrise Way	Palm Springs	Verizon	760	778
Paseo Dorotea	Palm Springs	Verizon	760	320
Fred Waring Drive	Palm Desert	Verizon	760	836
G Street	Perris	Verizon	951	657

r drondonig and ricet ecrylees		Ciconig	Date: 0/20/	12 011 01 001010
N Perris Blvd	Perris	Verizon	951	940
N. A Street	Perris	Verizon	951	443
N. Perris Blvd	Perris	Verizon	951	210 & 443
North Perris Blvd	Perris	Verizon	951	443
Pinewood Street	Perris	Verizon	951	657
San Jacinto	Perris	Verizon	951	940
South Redlands Avenue	Perris	Verizon	951	443
Steele Peak Road	Perris	Verizon	951	943
West San Jacinto	Perris	Verizon	951	940
Wilkerson Avenue	Perris	Verizon	951	443
Goetz Road	Quail Valley	Verizon	951	244
Gerald Ford Drive	Rancho Mirage	Verizon	760	321
Highway 111	Rancho Mirage	Verizon	760	328
Box Springs Rd	Riverside	Verizon	951	656
Davis Avenue	Riverside	Verizon	951	656
Gateway Drive	Riverside	Verizon	951	486
Innovation Dr	Riverside	Verizon	951	656
River Crest Drive	Riverside	Verizon	951	486 & 697
N Ramona # 40913	San Jacinto	Verizon	951	487
North Ramona	San Jacinto	Verizon	951	654
South San Jacinto	San Jacinto	Verizon	951	654
South State Street	San Jacinto	Verizon	951	791
South Grand	San Jacinto	Verizon	951	791
Bradley Road	Sun City	Verizon	951	679
Business Park Drive	Temecula	Verizon	951	600
Commerce Center	Temecula	Verizon	951	600
County Center Drive	Temecula	Verizon	951	600
Enterprise Circle West	Temecula	Verizon	951	669
Mercedes Street	Temecula	Verizon	951	676
Pauba Road	Temecula	Verizon	951	693
La Canada Way	Thousand Palms	Verizon	760	343
Gruwell Street	Wildomar	Verizon	951	678
Haddock Street	Winchester	Verizon	951	926

## EXHIBIT B SAMPLE AGREEMENT

#### PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

(INSERT NAME OF PROGRAM)

between

**COUNTY OF RIVERSIDE** 

and

(INSERT COMPANY NAME)



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This Agreement, made and entered into this \_\_\_\_day of \_\_\_\_\_, 2012, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

#### 1. Description of Services

- **1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of (INSERT # OF PAGES) pages at the prices stated in Exhibit B, Payment Provisions, consisting of (INSERT # OF PAGES) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (INSERT # OF PAGES) pages.
- 1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- 1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.
- **1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

## 2. <u>Period of Performance</u>

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through (INSERT DATE), with the option to renew for (INSERT # OF RENEWALS YEARS), each year is renewable in one year increments by written amendment, and contingent on funding, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

## 3. Compensation

- **3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.
- 3.2 No price increases will be permitted during the first year of this Agreement All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items Greater Los Angeles, Riverside and Orange County areas (Insert type of item or service) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.
- 3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to

CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

## (INSERT DEPARTMENT NAME AND ADDRESS)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.
- 3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

## 4. Alteration or Changes to the Agreement

- **4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- **4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## 5. Termination

- **5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.
- **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.
  - **5.3** After receipt of the notice of termination, CONTRACTOR shall:
    - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
    - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.
- **5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms

of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## 7. <u>Conduct of Contractor</u>

- **7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.
- **7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## 8. Inspection of Service; Quality Control/Assurance

- 8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.
- **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

## 9. <u>Independent Contractor</u>

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

## 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### 11. Disputes

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## 12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

## 13. <u>Use By Other Political Entities</u>

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

## 14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

## 15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

## 16. Confidentiality

- 16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### 17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

#### 18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE** 

CONTRACTOR

(INSERT DEPARTMENT NAME) (INSERT ADDRESS)

(INSERT CONTRACTOR NAME) (INSERT ADDRESS)

## 19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

## 20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at <a href="https://www.edd.ca.gov">www.edd.ca.gov</a>.

## 21. <u>Hold Harmless/Indemnification</u>

- **21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.
- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.
- **21.2** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- **21.4** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.
- 21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as

CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

## 22. Insurance

- **22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- **22.2** Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- 22.3 <u>Commercial General Liability:</u> Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- **22.4** <u>Vehicle Liability</u>: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

## **22.5** General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such

effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 23. General

- **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
- 23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.
- **23.3** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.
- **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.
- **23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.
- **23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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- **23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.
- **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- **23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

CONTED A CECO

| COUNTY:                      | CONTRACTOR:                       |
|------------------------------|-----------------------------------|
| (INSERT DEPARTMENT NAME)     | (INSERT CONTRACTOR NAME)          |
| (INSERT ADDRESS)             | (INSERT ADDRESS)                  |
|                              |                                   |
| Signature:                   | Signature:                        |
| Print Name: (YOUR NAME HERE) | Print Name: (CONTRACTOR NAME HERE |
| Title: (INSERT TITLE)        | Title: (INSERT TITLE)             |
| Dated:                       | Dated:                            |
|                              |                                   |

Insert Exhibit A-Scope of Service & Exhibit B- Payment Provisions

# EXHIBIT C LOCAL PREFERENCE Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If Bidder(s) qualify for this preference, please submit this form along with Bidder(s) response to this RFP/Q.

#### **DEFINITION OF LOCAL BUSINESS**

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

- 1. A copy of their current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
- 2. A current business license if required for the political jurisdiction the business is located.
- 3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

| Business name:                                                                                           |                                                                     |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Physical address:                                                                                        |                                                                     |
| Phone: FAX:                                                                                              | E-Mail:                                                             |
| Length of time at this location:Number of If less than 6 month, list previous Riverside County location: | of Company Employees at this address:                               |
| Business License # (where applicable): J                                                                 | urisdiction                                                         |
| Hours of Operation:                                                                                      |                                                                     |
| Primary function of this location (i.e., sales, distrib                                                  | oution, production, corporate, etc.):                               |
| Signature of Company Official                                                                            | Date                                                                |
| Submittal of false data will result in disqualification                                                  | on of local preference and/or doing business with Riverside County. |