



INVITATION TO BID #12-048

FOR

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

DEPARTMENT OF GENERAL SERVICES

COUNTY OF LEHIGH

SEPTEMBER 28, 2012

NOTE: IF YOU DID NOT RECEIVE THIS BID PACKET DIRECTLY FROM EITHER THE LEHIGH COUNTY PURCHASING OFFICE OR LEHIGH COUNTY WEBSITE YOU DO NOT HAVE AN OFFICIAL COPY. SEE SECTION 43.0 FOR FURTHER DIRECTION.

Due Date / Time: October 24, 2012, 4:00 P.M., Local Time
Opening Date / Time: October 25, 2012, 10:00 A.M., Local Time

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NOTE: If the Invitation to Bid package you received is missing any pages as identified above, please contact the Lehigh County Purchasing Department at (610) 782-3030.

**SCOPE OF WORK
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

1.0 GENERAL:

- 1.1 The County of Lehigh is soliciting bids from qualified firms for a maintenance contract for all telephone equipment linked directly or remotely to the NEC2400 switch located in the Courthouse. This includes, but is not limited, to the Courthouse, Domestic Relations Office, Government Center, Old Courthouse, Prison and Utility Garage. The Old Courthouse and Prison are linked to the main switch at the Courthouse via copper.

2.0 COOPERATIVE PURCHASING CONTRACTS:

- 2.1 The County is able to purchase off of contracts coordinated by, or in conjunction with, the following cooperative purchasing entities, unless restricted by the specific contract. As such, suppliers are encouraged to offer pricing within the format of this bid, while following the guidelines and discounts of these contracts, if applicable, and favorable to the County:

- 2.1.1 GSA Schedules 70 and 84
- 2.1.2 National Intergovernmental Purchasing Alliance
- 2.1.3 Pennsylvania Department of General Services, including COSTARS
- 2.1.4 PEPPM
- 2.1.5 U.S. Communities Government Purchasing Alliance
- 2.1.6 Western States Contracting Alliance (WSCA)

- 2.2 If a supplier is submitting a proposal using a contract from one (1) of the cooperative purchasing entities listed above a bid security is not required.

- 2.3 If a supplier wishes to submit a proposal using a contract from a cooperative purchasing entity that is not listed above, the supplier is responsible for contacting the Office of Purchasing (see Section **40.0**) prior to submitting, in order to receive clarification on whether or not the County is able to use the contract being offered.

- 2.4 When submitting a response using a cooperative purchasing contract, supplier must include as part of their response any price books referenced in the contract that pertain to the items proposed. If said price book is only available in electronic form, then either a CD/DVD must be included or a web link to the electronic file.

- 2.5 Failure to provide both a contract number and price book may result in disqualification of the bid.

3.0 COMPETITION INTENDED:

- 3.1 It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Chief Procurement Officer in writing if any language, requirement, specification, etc., or any combination thereof, that inadvertently restricts or limits the requirements stated in this ITB to a single source. The Chief Procurement Officer must receive such notification not later than 14 days prior to the date set for acceptance of bids.

In an effort to provide for fair and open competition, as well as complete transparency in all of our bidding practices, any firm who may have been directly or indirectly involved in preparing this Invitation to Bid document, or any portion thereof, will not be considered for contract award. This covers either as the prime contractor or as a sub-contractor, as said firm would have had advance information and an unfair advantage on the competition. The County reserves the right

SCOPE OF WORK - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

to exercise this as is deemed proper, necessary and/or appropriate and such a decision will be final.

4.0 QUALIFICATIONS AND EXPERIENCE:

4.1 Bidders must:

4.1.1 Be an established contractor, having conducted business as such for a period of at least five (5) years.

4.1.2 Have a minimum of:

4.1.2.1 Three (3) years certified experience installing and servicing the equipment listed herein.

4.1.2.2 Two (2) full-time NEC certified service technicians with a minimum of three (3) years experience installing and servicing the equipment listed herein.

4.1.2.3 Three (3) years experience in installing and servicing AD64 voice mail systems.

4.1.3 Have service/parts facilities located a maximum of four (4) hours drive from the Lehigh County Government Center, which stocks all parts and equipment necessary to maintain the systems listed herein.

4.1.4 Provide a list of inventory, necessary to maintain these systems. Said inventory must be available at the facility described in item **4.1.3** above.

4.1.5 Provide a company profile including the total number of technicians located within a four (4) hour drive and how many of them are certified on NEC 2400 and 2000 equipment and AD64 voice mail system. Profile and copies of certification must be provided, by the successful firm, after bid award.)

4.1.6 Provide at least three (3) references, including contact person and telephone number, for similar projects completed within the last three (3) years.

4.1.7 Provide a listing of any subcontractors that may be used on the project.

5.0 CONTRACT PERIOD:

5.1 The contract shall be for a period of **three (3) years** commencing on **November 16, 2012** and terminating on **November 15, 2015**.

5.1.1 A County Purchase Order is the only document that will be used for the resulting contract. **The County will neither review nor consider signing any additional documentation requested by the successful vendor.**

5.2 The County of Lehigh reserves the right to extend the contract period for two (2) additional one (1) year terms, if the vendor agrees to hold the prevailing prices. Said renewal(s) shall be agreed to by the parties and shall be in writing.

6.0 TERMINATION OF CONTRACT:

6.1 The County of Lehigh reserves the right to cancel this contract at any time for unsatisfactory service or noncompliance of any part of these specifications.

SCOPE OF WORK - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

7.0 SITE VISIT:

- 7.1 Each bidder may visit the site of the proposed work and shall fully acquaint themselves with the existing conditions, fully inform themselves as to the facilities involved and the difficulties and restrictions which may be encountered, relative to the construction, materials, equipment and labor required to complete the project.
- 7.2 Inspection of the project site may be accommodated any time during normal business hours by contacting:
 - 7.2.1 Al Berner
Building Manager
(610) 782-3205
- 7.3 Any information offered at this site visit that is not already specifically included in this bid packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or bidder.

8.0 PRICING / WORK SITE:

- 8.1 Using the enclosed Bid Form, contractor must provide a firm fixed price offer for the completion of the project. This price should include all licenses, fees and/or expenses normally incurred with this type of work. No additional trucking, freight or fuel surcharges will be either considered or paid.
- 8.2 Using the enclosed Bid Form, bidders must provide firm, fixed, "F.O.B. Destination" pricing that shall be guaranteed throughout the contract term. This price should include all licenses, fees and/or expenses normally incurred with this type of work. No additional trucking, freight or fuel surcharges will be either considered or paid.
- 8.3 Since this contract is primarily for maintenance, the annual price provided shall be for all labor, equipment and peripherals necessary to maintain the existing system as described herein. In addition, individual labor, equipment and peripherals pricing is requested for additional work and purchases that may be required outside the basic maintenance contract.
- 8.4 There shall be no provision for escalation of costs during the contract term.
- 8.5 All travel and mileage incurred shall be calculated into the contract cost.
- 8.6 Discrepancies on the Bid Form between:
 - 8.6.1 The multiplication of quantities requested and unit prices will be resolved in favor of the unit prices.
 - 8.6.2 The indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum.
 - 8.6.3 Words and figures will be resolved in favor of the words.
- 8.7 **Pricing must be provided in whole numbers only. No pricing below cents will be acknowledged.**
- 8.8 **The County will not consider any item on this contract as special order and therefore any item returned, in good condition, for any reason will be fully refunded and will not be subject to restocking or shipping costs.**

SCOPE OF WORK - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

9.0 PAYMENTS AND INVOICING:

9.1 Payment shall be made in equal quarterly installments, upon receipt of a vendor invoice. All invoices shall be submitted directly to:

9.1.1 Lehigh County Government Center
17 S. Seventh Street
Allentown, PA 18101-2401
Attn: Office of Purchasing

9.2 Separate invoices shall be submitted for each quarterly billing. Payments shall be made to the vendor within 30 days after receipt of the invoice.

9.3 While the County expects to pay in equal quarterly payments, the County will, however, considered one (1) annual payment if a sufficient discount is offered to do so.

10.0 WARRANTY:

10.1 The vendor shall be held liable to repair or replace, at its own expense, any **newly installed** parts, functions, and services that are found to be defective in quality, assembly, or performance for a period of one (1) year after the date that the completed system is accepted.

10.2 All expenses pertaining to return, repair or replacement of defective and/or new components shall be borne by the vendor.

10.3 The vendor shall correct any and all defects, and shall not delay or withhold such action pending determination or decision from the manufacturer or supplier of such defective bid items or components, nor refer the County or any of its Departments or Agencies to any other manufacturer, supplier or dealer for settlement of such defective item(s).

10.4 Neither the final payment nor any provision in the Contract Documents, nor the use of the bid item(s) by the County shall constitute an acceptance of items that do not comply with all of the specifications or the Contract Documents.

11.0 QUANTITIES:

11.1 All quantities listed are estimates only, and may be increased or decreased in accordance with actual requirements. **There are no guaranteed minimums.**

11.2 **The County is not interested in receiving bids that contain either a minimum quantity or dollar order requirement. Bids received with such limitations may not be considered for contract award.**

--- END OF SCOPE OF WORK ---

**SPECIFICATIONS
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

12.0 DESCRIPTION:

12.1 The major scope of work for this project includes, but is not limited to the services included herein. Additional requirements may be added, and separately priced, as the system expands.

13.0 MAINTENANCE SERVICES:

13.1 Vendor shall furnish all parts and service necessary to maintain the system in good working order and provide such other maintenance coverage specified herein.

13.2 Vendor shall dispatch service personnel to the appropriate County location to perform necessary repairs, unless they are able to perform the repairs from a remote location.

13.3 Parts will be furnished on an exchange basis and any parts removed shall become the property of the vendor.

13.4 The major components covered are cabinets, power supplies, circuit cards, telephones and voice processing systems. However, all equipment and parts associated with the system included herein shall be covered under this contract.

13.5 Equipment of like kind and quality will be used to replace any covered equipment or components at the time of any failure.

13.6 **Replacement of Telephone Sets:**

13.6.1 County personnel reply to normal day-to-day requests for telephone repairs. If the telephone sets are found to be defective, they are replaced and collected.

13.6.2 After five (5) or six (6) sets have been collected, they will be provided to the vendor for replacement. The vendor will replace these phones at no cost to the County and will pick up the defective sets for repair. This exchange is made as a convenience to both the County and the vendor.

13.7 **Coordination with Telephone Service Provider:**

13.7.1 If a service call results in the need for involvement by the telephone service provider (for lines, local and long distance), it is the vendor's responsibility to notify and coordinate any work by the provider.

14.0 PROGRAMMING AND INSTALLATION:

14.1 Vendor will be responsible to provide and install equipment and programming to maintain existing equipment and features at no extra cost to the County.

14.2 Vendor will be responsible to provide and install equipment and programming for any additional features and capabilities, due to growth or changes made by the County, for all systems mentioned in this contract at the hourly rates provided in your bid.

14.3 Vendor will be responsible to provide and install any necessary upgrades needed to assure the integrity of the system, should the current software and equipment be no longer repairable. If

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

either software or hardware upgrades are required the vendor will to provide documentation that they are proficient in providing said upgrades and can provide documentation that they have upgraded at least 15 of their existing customers of similar size as Lehigh.

- 14.4 The County reserves the right to install and program telephone sets, cards, add-ons, voice mail and other such needs, by County personnel on a daily basis. This will in no way void or change the vendor's responsibility for service on any equipment and services.

15.0 RESPONSE TIME:

- 15.1 When on-site repairs are necessary, vendor shall respond during normal vendor service hours within 24 hours (excluding weekends and holidays) of vendor's receipt of the County's service request. The vendor's normal service hours must be provided in the bid.

- 15.2 In the case of a major system failure, vendor shall respond within four (4) hours of vendor's receipt of County's service request. Service hours in the case of a major system failure shall be 24 hours a day, seven (7) days a week. A major system failure is defined as - the telephone system in either one (1) or more buildings is not permitting incoming, and/or outgoing telephone calls or the voice mail system is down.

- 15.3 The response time will be the elapsed time between vendor's receipt of County's service request and arrival of vendor's service personnel at the site.

16.0 LABOR CHARGES FOR NON-COVERED SERVICE:

- 16.1 Vendor will respond to all requests for service. If service is required outside vendor's service hours, labor for such non-covered service calls will be chargeable to the County in accordance with vendor's quoted after-hours rate, which must be included on the bid. However, parts and other material costs as well as major system failures, will be covered even for after-hour service under this contract.

- 16.2 All requests for additional equipment and programming due to growth or changes by the County shall be billed at an hourly rate quoted within the contract as stated in section **14.0**.

17.0 REMOTE MONITORING:

- 17.1 Vendor will be responsible:

17.1.1 To provide 24-hour remote monitoring of the County's system.

17.1.2 To respond to alarms without being contacted by County personnel.

- 17.2 Monitoring must be manned 24 hours with a certified technician. All costs associated with remote monitoring will be included in the vendor's bid.

18.0 TELEPHONE SUPPORT:

- 18.1 This contract shall include unlimited telephone support at no additional cost to the County for the entire contract term. This includes, but is not limited to questions on programming and installations done by the County.

19.0 SYSTEM CONFIGURATIONS:

- 19.1 The following information provides system configurations for the various locations included in this contract. Bidders are reminded that they will be responsible for coverage of the full system, regardless of the counts provided. As such, it is the responsibility of the vendor to do an on-site confirmation and verification of counts.

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

19.1.1 Access to telephone rooms will be made available on business days between the hours of 8:00 AM and 3:00 PM, by contacting:

- 19.1.1.1 Courthouse: Al Berner, Building Manager, 610-782-3205
- 19.1.1.2 Domestic Relations: Al Berner, Building Manager, 610-782-3205
- 19.1.1.3 Government Center: Ken Mateyak, Building Superintendent, 610-782-3268
- 19.1.1.4 Utility Services: Paul Schwartz, Shop Foreman, 610-871-0285

19.2 See **Exhibit 1 - Courthouse and Government Center Network Map.**

19.3 **Lehigh County Courthouse – 455 Hamilton Street
One (1) NEAX 2400 IPX configured as follows:**

19.3.1 System Software: Business + CCIS/ISDN + ACD/OAI
Redundancy Level 2 (Redundant Processors and TDSW)

19.3.2 See **Exhibit 2 - Courthouse System Face Layout.**

19.3.3 The system is equipped as follows:

QUANTITY	DESCRIPTION	PORTS
7	16LC-BE ANALOG LINE CARD	112
20	16LC-BJ ANALOG LINE CARD	320
2	16COT ANALOG C.O. TRUNK CARD	32
6	16ELC-H SERIES III DIGITAL LINE CARD	96
17	16ELC-J SERIES E DIGITAL LINE CARD	272
13	16ELC-JB SERIES E DIGITAL LINE CARD	208
4	24DITIA DIGITAL T-1 INTERFACE CARD	96
4	24PRT-B PRI T-1 INTERFACE CARD	96
2	24CCTA DIGITAL CCIS INTERFACE CARD	48
2	8RST-K REGISTER/SENDER CARD	16
1	CS07 DIGITAL ATTENDANT CONSOLE CARD	2
1	8CFT-B CONFERENCE CARD	8
1	AD64 48 PORTS	
	DELL Poweredge2800	
1	ACD PROCESSOR REL i4 REV 1.0.047	
	RECTIFIER/BATTERIES	
	SMART UPS 1500	
	ALL COMMON CONTROL/SWITCH CARDS	
	ALL INSTALLED SINGLE LINE AND DTERM SETS	
	AND RELATED STATION EQUIPMENT	
	Total 2400 Ports	1,306

NEAX 2400 Terminal Equipment

- 276 Multi-Function Single Line Analog
- 372 16-Button Dterm, Display (Series III)
- 9 Add-on
- 48 2L Diamond
- 1 NEAX 2400 Business Attendant Console

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

Power Equipment

- 1 UPS12-310 (8) Battery System
- 1 50-amp Charger

Auxiliary Equipment

- 1 Loop to Ground Start Converter
- 1 Short Haul Modem NPR-M
- 1 Short Haul Modem NPR-F
- 1 Dot Matrix Printer
- 1 Dell GX280 Mat Terminal
- 1 ADTRAN SF CSU
- 4 ADTRAN ESF CSU

ACD MIS Peripheral Equipment

- 5 Short Haul Modems NPR-M
- 5 Short Haul Modems NPR-F
- 1 Dot Matrix Printer
- 1 Multisync C400 Color Monitor
- 1 NEC Powermate PC
- Remote System Monitoring

19.4 Prison - 30 N 4th Street:

19.4.1 The Prison is connected via conduit through an underground tunnel that connects the Courthouse to the Prison. Telephone installations at the Prison involve connectivity in the Courthouse telephone room as well as on the block in the Prison. The Prison is a full security facility, which requires a Prison escort to travel throughout the facility.

19.4.2 Equipment counts for this location are included in the Courthouse Counts.

19.5 Hamilton Financial Center – 640 W Hamilton Street

19.5.1 Some offices in the Hamilton Financial Center will be connected via conduit through an underground tunnel that connects the Government Center to the Hamilton Financial Center. Telephone installations at the Hamilton Financial Center involve connectivity in the Government Center telephone room as well as on the block in the Hamilton Financial Center.

19.5.2 Equipment counts for this location are included in the Government Center Counts.

19.6 Old Courthouse - 501 W Hamilton Street:

19.6.1 The Old Courthouse is connected to the Courthouse via conduit under 5th Street, which is the street that divides these two buildings.

19.6.2 Equipment counts for this location are included in the Courthouse Counts.

**19.7 Lehigh County Government Center – 17 S 7th Street
One (1) NEAX 2400 IPX configured as follows:**

19.7.1 System Software: Business + CCIS/ISDN + ACD/OAI
Redundancy Level 2 (Redundant Processors and TDSW)

19.7.2 See **Exhibit 3 – Government Center System Face Layout.**

19.7.3 The system is equipped as follows:

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

QUANTITY	DESCRIPTION	PORTS
	NEAX 2400 IPX Telecommunications System	
	REL 17 REV 3.46.001	
6	16LC-BE ANALOG LINE CARD	96
8	16LC-BJ ANALOG LINE CARD	128
0	16LCBH ANALOG LINE CARD	0
2	16COT ANALOG C.O. TRUNK CARD	32
5	16ELC-H SERIES III DIGITAL LINE CARD	80
26	16ELC-J SERIES E DIGITAL LINE CARD	416
1	16ELC-JB SERIES E DIGITAL LINE CARD	16
3	24DTI DIGITAL T-1 INTERFACE CARD	72
1	24PRT-B PRI T-1 INTERFACE CARD	24
1	24CCTA DIGITAL CCIS INTERFACE CARD	24
2	8RST-K REGISTER/SENDER CARD	16
1	CS02 DIGITAL ATTENDANT CONSOLE CARD	2
1	8CFT-B CONFERENCE CARD	8
1	ACD PROCESSOR REL i4 REV1.0.045	
	RECTIFIER/BATTERIES	
	ALL COMMON CONTROL/SWITCH CARDS	
	ALL INSTALLED SINGLE LINE, DTERM SETS & VOICE PORT+ SETS	
	AND RELATED STATION EQUIPMENT	
	Total 2400 Ports	850

NEAX 2400 Terminal Equipment

- 93 Multi-Function Single Line Analog
- 487 16-Button Dterm, Display (Series III)
- 9 32-Button Dterm Display
- 14 Add-ons
- 1 NEAX 2400 Business Attendant Console

Power Equipment

- 1 UPS12-310 (8) Battery System
- 1 50-amp Charger

Auxiliary Equipment

- 2 Loop to Ground Start Converter
- 1 Dot Matrix Printer
- 1 MULTIXYNC C400 Color Monitor
- 1 Dell GX280 PC
- 1 ADTRAN SF CSU
- Remote System Monitoring

19.8 **Lehigh County Domestic Relations Office – 1101 Hamilton Street
One (1) NEAX 2000 IPS (retro) configured as follows:**

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

19.8.1 System Software:
Series 3400 R9, Rev R9 4.02

19.8.2 See **Exhibit 4 - Domestic Relations Office System Face Layout.**

19.8.3 The system is equipped as follows:

QUANTITY	DESCRIPTION	PORTS
	NEAX2000 IPS REL 3400 REV 9 4.02	
9	4LCD ANALOG STATION CARDS	36
17	4DLC-Q DIGITAL STATION CARDS	68
1	2DAT-A CARDS	2
2	4COT-B ANALOG TRUNK CARD	8
2	24DTA DIGITAL T-1 INTERFACE CARD	48
	ALL COMMON CONTROL/SWITCH CARDS	
	ALL INSTALLED SINGLE LINE AND DTERM SETS	
	AND RELATED STATION EQUIPMENT	
	Total 2000 Ports	162

Auxiliary Equipment

- 1 Dot Matrix Printer
- 1 NEC Color Monitor
- 1 NEC Pentium 333MH PC
- 1 ADTRAN CSU
Remote System Monitoring

Power Equipment

- 1 PIM 30-Minut Battery Reserve

19.9 **Lehigh County Utility Garage - 260 S Cedarbrook Rd**
One (1) Electra Elite 48 – This is a stand alone system and is not linked to the other switches in this bid.

19.9.1 System Software:
USA S REV 6.65

19.9.2 See **Exhibit 5 - Utility Garage System Face Layout.**

19.9.3 The system is equipped as follows:

QUANTITY	DESCRIPTION	PORTS
	ELECTRA ELITE 48 REL 6.65 REV Q26031	
1	COT 8-U10 ANALOG TRUNK CARD	8
1	FMS (2)-UO VOICE MAIL INTERFACE CARD	2
	ALL COMMON CONTROL/SWITCH CARDS	
	ALL INSTALLED SINGLE LINE AND DTERM SETS AND RELATED STATION EQUIPMENT	
	Total Electra Elite Ports	10

SPECIFICATIONS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

19.10 Active Voice AD-64 Voice Mail System equipped as follows:

19.10.1 48 voice ports
1,047,824KB memory

Voice mail system options:
Auto Receptionist Software
NEAX 2400/2000 Integration
Call Agent Option

Auxiliary Hardware:
1 NEC Dot Matrix Printer w/serial Interface
1 Dell Poweredge 2800

The voice mail system database supports the following:
1800 Voice mailboxes
20 Voice mail classes of service
20 Auto Receptionist Tree Mailboxes
20 Call Agent Mailboxes

Voice Mail Back Up System
1 DAT 72

19.11 Infortext – Call Accounting – configured as follows:

19.11.1 1 OS For Windows 2500

NOTE: The vendor is responsible for maintaining the integration link between the Infortext and NEC systems. The Infortext system itself is maintained by ISI.

20.0 NUMBERING, TRUNKING AND CIRCUIT INFORMATION:

20.1 All information on the existing number plan, RSC information, SFC information, T-1 Circuit Information, Voice Mail Information will be provided to the successful bidder.

21.0 SERVICING BEYOND THE SCOPE OF THE LOCAL OFFICE:

21.1 Explain how support is handled in the event that the local office staff cannot supply services required. The vendor will be responsible for the cost of any necessary support whether provided by the vendor, or an outside contractor.

- - - END OF SPECIFICATIONS - - -

**INSTRUCTIONS TO BIDDERS
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

22.0 FORM OF BID:

- 22.1 Bid shall be made upon the form provided and all blank spaces in the form shall be **clearly printed or typed in a legible manner**. The signature shall be an original in long hand, and the completed form shall be without interlineation, alteration, or erasure. **The provided form shall be neither re-typed, nor scanned.**
- 22.2 Any and all supporting documentation should be provided utilizing two (2) sided copies, if possible.
- 22.3 Elaborate bids in the form of brochures or other presentations **beyond that necessary** to present a complete and effective bid are not desired.
- 22.4 Facsimile bids will not be considered.

23.0 DUE / OPENING DATES:

- 23.1 **One (1) complete original and one (1) complete electronic copy on CD (or other generally accepted media) of your bid** shall be delivered to the Office of the Lehigh County Controller, Glenn Eckhart, **Room 465 of the Government Center, 17 S. Seventh Street**, Allentown, PA 18101, enclosed and sealed in an opaque envelope, addressed to him and marked, "**Bid #12-048 for providing NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT**", according to this "Invitation to Bid".
- 23.2 The cutoff time for receipt of bids shall be 4:00 P.M., Local Time, **October 24, 2012**. **The County Controller's time clock shall be considered the official time. It is suggested that firms submit their bids early to avoid traffic accidents, overnight courier errors, etc... as there will be no exceptions whatsoever to this cutoff.**
- 23.3 Bids will be opened after 10:00 A.M., Local Time, the following day, **October 25, 2012**, in Room 450 of the Lehigh County Government Center.

24.0 BID SECURITY:

- 24.1 Bid must be accompanied by a Bank Cashier's Check, Certified Check, Irrevocable Letter of Credit or Bid Bond in the amount of in the amount of **10% of the 3-year total bid amount**. Any Bid Bond submitted must be an original, contain all required signatures and be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Such bid security shall be made payable to "County of Lehigh" as a guarantee of good faith and is to secure the County of Lehigh from any loss by failure to comply with any of the terms of the bid, and is to become the property of said County of Lehigh as just and liquidated damages in case the successful bidder fails to enter into a contract or accept a Purchase Order within ten (10) days after the award has been made. **Please have this as the 1st page in your submittal package.**
- 24.2 Any and all costs associated with providing this Bid Security are the responsibility of the bidder. The County will not reimburse for any costs, regardless of the award results of this "Invitation to Bid".
- 24.3 The deposits of bidders other than the one to whom the contract may be awarded, shall be

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

returned immediately after a Purchase Order has been issued or a contract has been signed. The bid security of the successful bidder will be returned upon receipt of the required Performance and Labor & Material Payment Bonds.

25.0 BONDING:

25.1 The successful bidder, when awarded the contract shall furnish the following bonds:

25.1.1 Performance Bond - Guaranteeing that the work will be completed in accordance with the Contract Documents and within the time specified. The Performance Bond amount shall be equivalent to **ONE HUNDRED PERCENT (100%)** of the total contract.

25.1.2 Labor & Material Bond - For the protection of labor and material subcontractors, according to the statutes of the Commonwealth of Pennsylvania in effect at the time. The Labor & Material Bond amount shall be equivalent to **ONE HUNDRED PERCENT (100%)** of the total contract.

25.1.3 Maintenance Bond - Guaranteeing against faulty workmanship and materials incorporated in the work covered by the Contract for a period of one (1) year after the date of the completion, approval and acceptance of the work. The Maintenance Bond amount shall be the greater of **TEN PERCENT (10%)** of the total contract, or **ONE THOUSAND DOLLARS (\$1,000.00)**.

25.2 If in the best interests of the County, this requirement may be deleted. As such, bidders are instructed to **include the bonding cost in their bid and provide a separate alternate deduct** should the County decide to delete this bonding requirement.

26.0 INSURANCE:

26.1 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the resulting agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

26.2 General Liability Insurance:

26.2.1 Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

26.2.2 Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

26.3 Workers' Compensation and Employers' Liability Insurance:

26.3.1 Limits of Liability: Statutory Limits.

26.3.2 Other States' coverage and Pennsylvania endorsement.

26.4 Automobile Liability:

26.4.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

26.4.2 Coverage: Owner, non-owned and hired vehicles.

26.4.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

26.5 Umbrella Excess Liability:

26.5.1 Limit of Liability: \$5,000,000 in the aggregate and per occurrence.

26.5.2 Coverage: Shall be over auto liability, general liability, and professional liability.

26.6 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The County prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than 30 days after the effective date of the policy.

26.7 Each policy and Certificate of Insurance shall contain: an endorsement naming the COUNTY as Additional Insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the COUNTY in the event coverage is canceled or non-renewed or coverage reduced.

26.8 If the selected firm desires to self insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in this section.

26.9 If the selected firm fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

26.10 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the resulting agreement.

27.0 HOLD HARMLESS CLAUSE:

27.1 Vendor shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Vendor. The Vendor agrees to indemnify, defend and hold harmless the County, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Vendor or Vendor's employees, volunteers or contractors, in fulfilling the terms of the Contract.

28.0 EXCLUSIVE JURISDICTION:

28.1 The parties agree that any dispute, controversy or claim arising under or in connection with the resulting Agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Lehigh County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Lehigh County Court sitting in Allentown, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion, whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party may assert its customary appeal rights in the appellate courts of the Commonwealth of Pennsylvania from a final determination of the Lehigh County Court of Common Pleas. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

29.0 FEDERAL EXCISE AND PA SALES TAX:

29.1 The County of Lehigh is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the bid shall exclude such Federal and State Tax amounts.

29.2 This provision shall not apply to construction, repair and/or maintenance contracts where the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the costs thereof in computation of the bid.

30.0 AVAILABILITY OF APPROPRIATED FUNDS:

30.1 The Offeror hereto agrees that any and all payments due from the County, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

31.0 TAX DELINQUENCY:

31.1 Offeror hereby certifies, as a condition precedent to the execution of this Contract, and as an inducement for the County to execute same, that it is not "delinquent" on any taxes owed to the County. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

31.2 Offeror further Agrees, as a specific condition of this Contract, that it shall remain current on all of the taxes it owes to the County. Should Offeror become delinquent on any taxes it owes to the County during the term of this Agreement, Offeror may be deemed to be in breach of this agreement by County and, in addition to any other remedies at law for such breach, Offeror hereby specifically agrees and authorizes the County to apply all funds when due to Offeror directly to the taxes owed to the County until said taxes are paid in full.

31.3 In the event the Offeror becomes delinquent, it hereby authorizes the County to make direct payments to the taxing authority for the County to bring Offeror's County taxes current.

32.0 UNDUE INFLUENCE:

32.1 Offeror agrees not to hire any County Personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this agreement for up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this agreement.

33.0 EXCEPTIONS:

33.1 **Any exceptions to terms, conditions, or other requirements in any part of this Invitation to Bid must be clearly pointed out in the offeror's bid. Otherwise, the County will consider that all items offered are in strict compliance with this Invitation to Bid, and the successful proposer will be responsible for compliance.**

33.2 The Chief Procurement Officer shall be the sole judge of which, if any, exceptions are acceptable and such a decision will be final.

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

34.0 BID WITHDRAWAL:

- 34.1 If, within twenty-four (24) hours after the bids are opened, any Bidder files a duly signed written notice with the County of Lehigh, and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder will not be permitted to modify its bid but may withdraw its bid and the bid security will be returned.
- 34.2 Thereafter, that bidder will be disqualified from further bidding on the goods or services to be furnished under this "Invitation to Bid".

35.0 AWARD OF CONTRACT:

- 35.1 Contract award shall be made within 45 days from bid opening, to the lowest responsible bidder meeting all requirements of this "Invitation to Bid". **It is the intention of the County to award to one (1) vendor.**
- 35.2 Any bidder who has demonstrated poor performance during either a current or previous agreement with the County may be considered as an unqualified source and their bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.
- 35.3 The Executive of Lehigh County will grant due consideration to any features of Specifications submitted by the bidders, and does hereby reserve the right to choose any bidder which, in his judgment is best suited for the intended purposes. The Executive of the County of Lehigh does also reserve to himself, the right to reject any or all bids, and the right to waive all informalities in awarding a contract in the best interests of the County.

36.0 PUBLIC RECORDS REQUESTS:

- 36.1 Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by the County are presumed to be public and available for inspection and duplication.
- 36.2 A record in the possession of a party with whom the County contracts to perform a governmental function for the County, and which directly relates to the governmental function and is not exempt under the Act, is a public record.
- 36.3 If there is a request for a record submitted to the County by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from the County to provide input on the release of the record. The third party shall then be notified whether the County released the record.
- 36.4 All requests for public records must be made in writing to the County Open-Records Officer during regular business hours. The party requesting copy shall pay \$0.25 per page.

37.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

- 37.1 Attention of Bidders is called to the necessity of complying with all Federal, State and local laws and regulations including but not limited to the following: Federal Occupational Safety and Health Act of 1970 (O.S.H.A.); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended; Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.

38.0 NON-COLLUSION AFFIDAVIT:

- 38.1 The County requires that the provided Non-Collusion Affidavit be submitted with all bids pursuant

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

to its authority according to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq.

- 38.2 This Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- 38.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this bid.
- 38.4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 38.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids lower than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 38.6 Failure to provide an Affidavit in compliance with these instructions may result in disqualification of the bid.

39.0 **NO BID REPLY:**

- 39.1 To assist in obtaining good competition on Invitations to Bid, each firm who has received an invitation, but does not wish to bid, is asked to complete and return the attached No Bid Reply Form. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List or do not return either this form, or a bonafide bid.

40.0 **QUESTIONS / CLARIFICATIONS:**

- 40.1 **Any official questions and/or clarifications shall be directed, in writing, to the person noted below, on or before 4:00 P.M., October 12, 2012. Questions raised after this cut-off will remain unanswered.**

40.1.1 George M. Nader, Jr., CPPO
Chief Procurement Officer
County of Lehigh
Fax: 610-820-2013
Email: georgenader@lehighcounty.org

- 40.2 Questions will be answered in writing and distributed during to all firms of record on or before 4:00 P.M., October 18, 2012.
- 40.3 Any information offered at the site visit described in section **7.0** that is not already specifically included in this ITB packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the County, or firm.
- 40.4 Questions answered outside of the parameters described above are neither valid, nor binding upon the County.

41.0 **FUTURE "INVITATIONS TO BID" / "REQUESTS FOR PROPOSAL":**

- 41.1 Publicly offered County of Lehigh "Invitations to Bid" and "Requests for Proposal" being coordinated by the Office of Purchasing, are **only advertised on the County's Website**. To access these projects:

INSTRUCTIONS TO BIDDERS - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

41.1.1 Proceed to "www.lehighcounty.org".

41.1.2 Click on Departments in the upper banner and then select Purchasing.

41.1.3 Click on Bid Advertisements in the left pane of the page.

41.2 Depending on the project, you will be able to view the advertisement, electronically request that a copy of the specification be mailed and/or download the specification directly from the site.

42.0 TABULATION OF RESPONSES:

42.1 A **draft** tabulation sheet of responses received to this Invitation to Bid will be available for review (in Adobe's Portable Document Format) on the County's Website within approximately 24 hours of the bid opening. This information is provided to give participating firms a preliminary understanding of the responses received. These sheets will remain listed until an award decision is made. To access these draft tabulations:

42.1.1 Proceed to "www.lehighcounty.org".

42.1.2 Click on Departments in the upper banner and then select Purchasing.

42.1.3 Click on Bid Tabulations in the left pane of the page.

42.2 Once the bid is awarded, the **final** tabulation sheet of responses will be available under the "Bid Awards" section on the County's Website, with the successful bid highlighted.

43.0 AUTHORITY TO DISTRIBUTE BID PACKAGES:

43.1 The Lehigh County Purchasing Office (and website, if applicable) is the sole entity authorized to provide this ITB package to interested companies or individuals. Firms who are working from an ITB package obtained from any other source may have an incomplete set of documents. The County assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete ITB package.

43.2 Firms who have received the ITB package from a source other than the County Purchasing Office (and website, if applicable) are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all ITB related communications and documents, including addenda.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

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**BID FORM
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

We, _____, on this the ____ day of _____, 2012 hereby:
(Bidder's Name)

- Propose and agree to furnish and deliver all **PARTS AND LABOR FOR MAINTENANCE OF THE NEC TELEPHONE SYSTEM** for the Department of General Services, County of Lehigh, in accordance with this "Invitation to Bid", for the firm fixed three (3) year total price of _____ Dollars (\$_____).

This three (3) year total is broken down as:

- ⇒ **Year 1** shall be provided for the firm fixed price total of _____ Dollars (\$_____).
- ⇒ **Year 2** shall be provided for the firm fixed price total of _____ Dollars (\$_____).
- ⇒ **Year 3** shall be provided for the firm fixed price total of _____ Dollars (\$_____).

Note: *Since this contract is primarily for maintenance, the annual prices provided above shall be for all labor, equipment and peripherals necessary to maintain the existing system as described herein.*

- Propose a flat discount of _____ PERCENT (_____%)
in the event the County makes one (1) annual payment, rather than equal quarterly payments.
- Propose the following **PROGRAMMING AND INSTALLATION CHARGES**, as discussed in item **14.2**:
 - ⇒ Normal business hours: \$_____/hr.
 - ⇒ After normal business hours: \$_____/hr.
- Propose the following **BUSINESS HOURS**, as discussed in item **15.1**:
 - ⇒ Normal business hours: _____
 - ⇒ After normal business hours: _____
- Propose the following **NON-COVERED SERVICE RATES**, as discussed in item **16.1**:
 - ⇒ Normal business hours: \$_____/hr.
 - ⇒ After normal business hours: \$_____/hr.
 - ⇒ The following would be considered non-covered services: _____

BID FORM - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

- Propose a **separate alternate deduct** of _____ Dollars (\$ _____) in the event the County decides to delete the Performance Bonding requirement outlined in section **25.0**.
- Have received and reviewed the following Addenda (if applicable):
 1. _____, dated _____.
 2. _____, dated _____.
 3. _____, dated _____.
- Have prepared this proposal in accordance with the requirements of the following contract and/or cooperative purchasing entity (check one if applicable):
 - ⇒ _____ Federal GSA Schedule 70 – Contract number _____
 - ⇒ _____ National Intergovernmental Purchasing Alliance – Contract number _____
 - ⇒ _____ Pennsylvania Department of General Services / COSTARS – Contract number _____
 - ⇒ _____ PEPPM
 - ⇒ _____ U.S. Communities Government Purchasing Alliance – Contract number _____
 - ⇒ _____ Western States Contracting Alliance (WSCA) – Contract number _____

We have included one (1) complete original and one (1) complete electronic copy on CD (or other generally accepted media) of the following as our bid:

- A Bank Cashier's Check, Certified Check or Bid Bond in the amount of _____ Dollars (\$ _____) as required security, this being an amount equivalent to at least **10% of the 3-year total bid amount**. **Please have this as the 1st page in your submittal package.**
- This Bid Form.
- A Parts and Supplies Price List for items that may be added to the system. This list should include, but is not limited to telephones, add-on modules and line cards. These prices will be used to purchase additional equipment as needed.
- Documentation as required by Section **4.0**, including the Reference Form and Subcontractor List.
- Non-Collusion Affidavit Form.

NOTE: **THE ENTIRE BID PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all bidder provided attachments. Thank you.**

BID FORM - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

Communications Concerning this Bid shall be addressed to:

Contact Person Name: _____

Contact Person Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature of Bidder

When the Bidder is an Individual:

Name of Bidder

Federal Tax ID Number

Street Address

City State Zip

Telephone Number

Fax Number

Email Address

Signature

Signatory's Name and Title (Printed)

When the Bidder is a Partnership:

Name of Partnership

Federal Tax ID Number

Street Address

City State Zip

Telephone Number

Fax Number

Email Address

Signature

Signatory's Name and Title (Printed)

BID FORM - NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT (continued)

When the Bidder is a Corporation:

Name of Corporation

Federal Tax ID Number

Street Address

City State Zip

Telephone Number

Fax Number

Email Address

Signature (** see note below)

Signatory's Name and Title (Printed)

Witness's Signature (** see note below)

Witness's Name and Title (Printed)

** The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

**REFERENCE FORM
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

**SUBCONTRACTOR LIST
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

1. SUBCONTRACTOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

2. SUBCONTRACTOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

3. SUBCONTRACTOR NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX#: _____

EMAIL ADDRESS: _____

**NO BID REPLY FORM
(#12-048)**

NEC TELEPHONE SYSTEM MAINTENANCE CONTRACT

**DEPARTMENT OF GENERAL SERVICES
COUNTY OF LEHIGH**

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm who has received an invitation, **but does not wish to bid**, state their reason(s) below and **return this form to the COUNTY OF LEHIGH, 17 S. Seventh Street, Allentown, PA 18101-2401, Attn: Purchasing Office**. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List by indicating below, or do not return either this form, or a bonafide bid.

Unfortunately, we must offer A "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document.
Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the County of Lehigh. Our objections are:

- _____ 6. We do not sell the items/services on which Bids are requested.

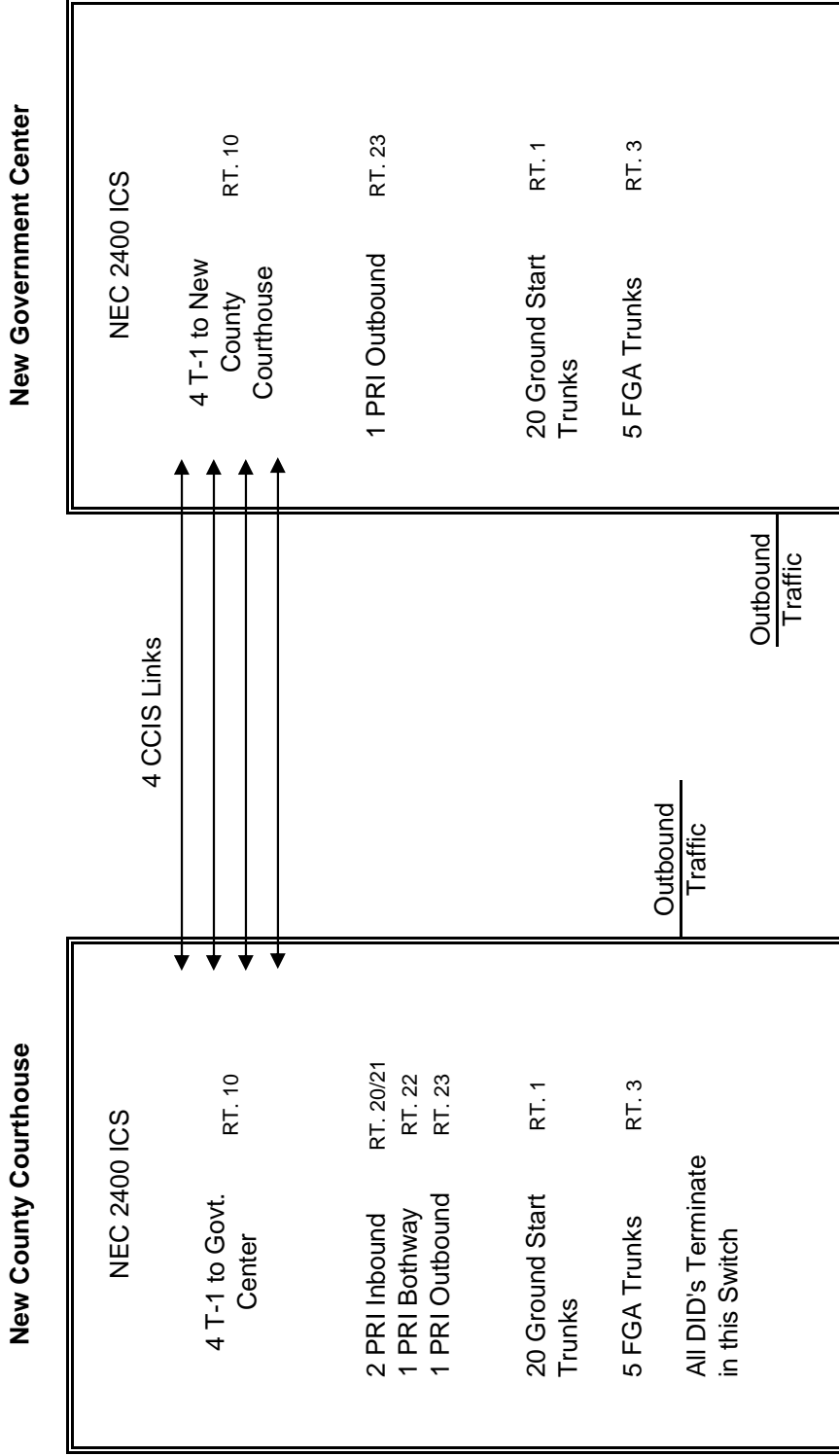
- _____ 7. Other: _____

FIRM NAME	WEBSITE (IF APPLICABLE)	
STREET ADDRESS	CITY STATE ZIP	
TELEPHONE NUMBER	FAX NUMBER	EMAIL ADDRESS
SIGNATURE	SIGNATORY'S NAME AND TITLE (PRINTED)	

- _____ We wish to remain on the Bidders' List.
- _____ We wish to be deleted from the Bidders' List.

EXHIBIT 1 – COURTHOUSE & GOVERNMENT CENTER NETWORK MAP

LEHIGH COUNTY NETWORK MAP



* Note: Each switch will process outbound traffic. *

LEHIGH COUNTY CCIS MAP

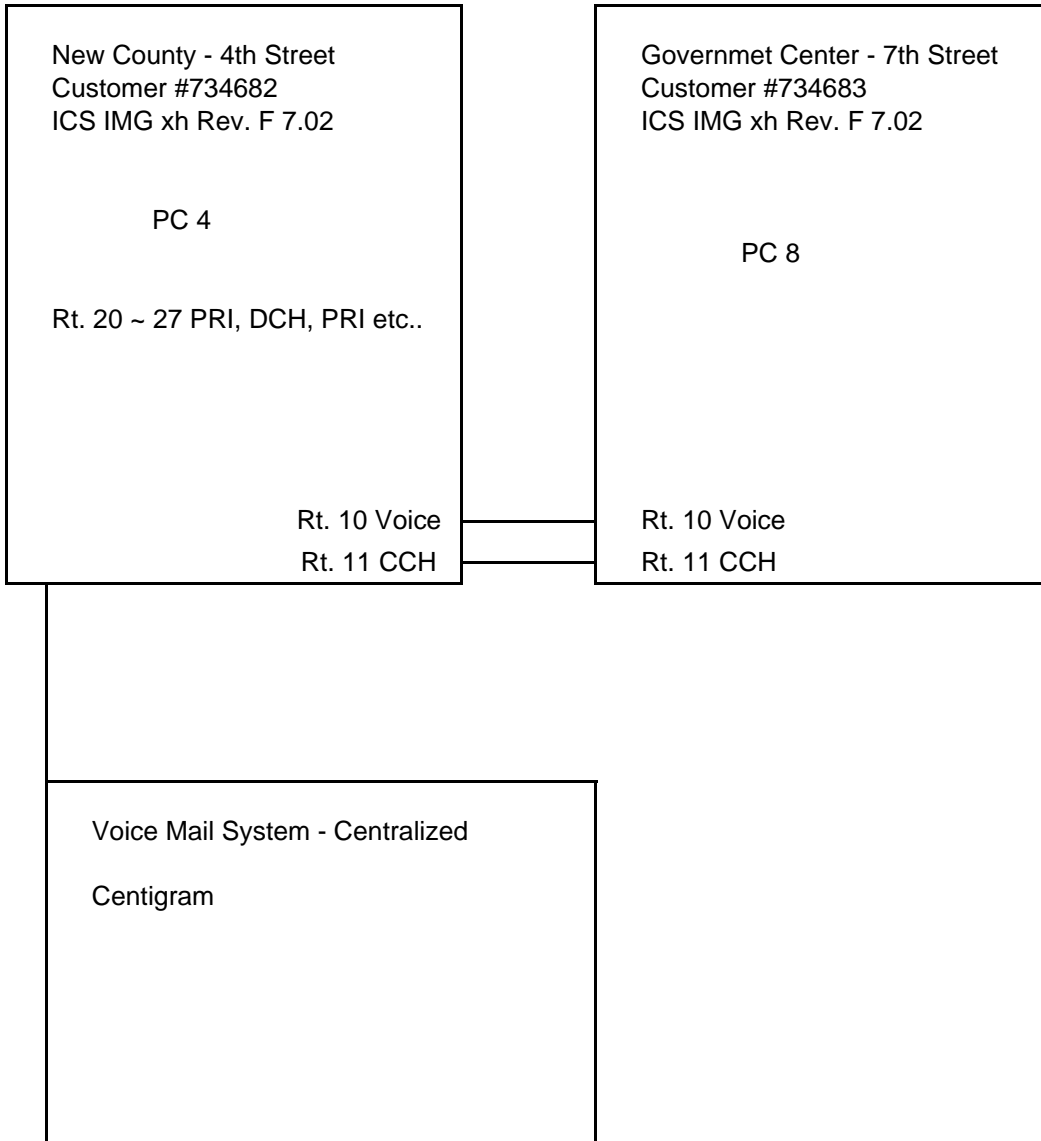


EXHIBIT 2 – COURTHOUSE SYSTEM FACE LAYOUT

EXHIBIT 3 – GOVERNMENT CENTER SYSTEM FACE LAYOUT

Customer:

LEHIGH COUNTY GOVERNMENT BLDG.

Survey Date: September 7, 2011

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Module Group 01	SP-PW55	Pim 3																					
		SP3102	SP3295	SP3295	SP3295	SP3295	SP785	SP3010				SP3102	SP3935	SP3295	SP3295	SP3295	SP457	SP3003	SP455	2	14		
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EXHIBIT 4 – DOMESTIC RELATIONS OFFICE SYSTEM FACE LAYOUT

EXHIBIT 5 – UTILITY GARAGE SYSTEM FACE LAYOUT

**ELECTRA ELITE 48
BAY FACE LAYOUT
PIMABA-A**

9/17/2009

TOP COVER										1000007631:6	
Slot Type	C P U	I S A	L T	L T	L T	L T	L T	L T	L T	L T	Slot Type
PIMABA-A	C P U		C O T 8 - U 1 0	F M S (2 - U 0							
	00	01	02	03	04	05	06	07	08	09	CARD SLOT
Base Unit											