

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE REQUEST FOR PROPOSAL

Sheet 1 of 26

Proposal Number:

MM31

Date of Proposal:

December 6, 2001

Buyer Contact Name: Melinda Bobbitt, CPPB

Director of Purchasing Boone County - Missouri

Phone Number: (573) 886-4391 Fax Number: (573) 886-4402

E-Mail: mbobbitt@boonecountymo.org

Proposal Closing:

Date: December 27, 2001 Time: 1:30 P.M. CST

Commodities or Service Requested: Long Distance Telephone Service

Please submit your sealed proposal prior to the date and time for Proposal Closing as specified above to the following office:

Boone County Purchasing Department 601 E. Walnut Street, Room 208 Columbia, MO 65201

MMPPC Form No. 9401 (3/94)

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NOTICE OF REQUEST FOR PROPOSAL

Sealed proposals will be accepted by the Mid Missouri Public Purchasing Cooperative at the office of the Purchasing Director until 1:30 p.m., Thursday, December 27, 2001, for the following service:

Long Distance Telephone Service
for
Mid Missouri Public Purchasing Cooperative
Boone County, City of Columbia, Boone County Group Homes, Columbia Public Schools
Proposal #MM31

Proposal forms and specifications may be obtained in the Boone County Purchasing Department, 601 East Walnut, Room 208, Columbia, Missouri or requests for copies made by phone (573) 886-4391; fax (573) 886-4402; or e-mail: mbobbitt@boonecountymo.org

A Pre-proposal Conference is scheduled for Thursday, December 13, 2001, at 11:00 a.m., CST in the Boone County Purchasing Department, 601 E. Walnut, Johnson Building Conference Room 207, Columbia, Missouri, to discuss proposal requirements and any questions. All vendors are urged to attend. Any clarifications or changes discussed during the conference will also be submitted to each bidder in writing by addendum.

Melinda Bobbitt, CPPB Director of Purchasing County of Boone – Missouri

Insertions: December 10, 2001

Columbia Missourian

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I. INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

- 1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
- 2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
- 3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
- 4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
- 5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Request for Bid (RFB) or Request for Proposal (RFP) and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment and/or service is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
- 6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
- 7. The delivery date(s) or when work will start shall be stated in definite terms, as they will be taken into consideration in making the award.
- 8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor or Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
- 9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
- 10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.

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11. RECEIPT AND OPENING OF ADVERTISED SEALED PROPOSALS:

The bidders and public are invited, but not required, to attend the formal opening of proposals. Bidder names will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening.

- a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
- b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

- a. Clerical Mistakes: Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail,
- b. Withdrawal: Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.

13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one- (1) bid received will be returned unopened to the Bidder for re-submittal at the new date and time of bid closing.

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II. GENERAL PROVISIONS

1. **BID RESPONSE:**

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this requirement, return of the bid form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. **BID ACCEPTANCE:**

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. **VARIATION IN QUANTITY:**

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. **COMMERCIAL WARRANTY:**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. **DISCOUNTS:**

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. **PATENT AND COPYRIGHT:**

- a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
- b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. **DISPUTES:**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

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11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies, materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the RFB/RFP, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Bid/Proposal. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year-end, is contingent upon the allocation of funds for the next proceeding fiscal year.

14. **OFFICIALS NOT TO BENEFIT:**

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **HAZARDOUS MATERIAL:**

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. **DOMESTIC PRODUCTS:**

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. **EOUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.

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III. INTRODUCTION AND GENERAL INFORMATION

1. SCOPE:

The Mid-Missouri Public Purchasing Cooperative (herein referred to as MMPPC) wishes to purchase **Long Distance Telephone Service.** Entities participating in this request include the County of Boone, City of Columbia, Columbia Public Schools and Boone County Group Homes. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders.

2. BACKGROUND:

- 2.1 Boone County Columbia, Missouri
- 2.1.1. Boone County utilizes Verizon Centranet System as follows: Boone County Government Center, 136 lines; Boone County Johnson Building, 14 lines; Boone County Courthouse, 210 lines; Boone County Juvenile Justice Center, eight (8) lines (T-1); Boone County Public Works, 13 lines, and Sheriff Department, 36 lines.
 - a. Includes Nortel DMS 100 Switch (Verizon)
- 2.1.2. Boone County uses one (1) 800 number by Jury Services at Boone County Courthouse. It is desired that the 800 number is not changed.
- 2.1.3. Boone County uses two (2) B1 lines at Home Detention, Boone County Courthouse; three (3) B1 lines at Boone County Public Works; two (2) B1 lines at Boone County North Facility; seven (7) B1 lines at Boone County Sheriff's Office; and one (1) B1 line at the Government Center in the County Clerk's office for Elections.
- 2.1.4. Boone County utilizes 16 regulated multi-line business lines at Boone County Sheriff's Office.
- 2.1.5. Entity Usage Information: **Boone County**
 - a. Peak Hours: 88% of calls

 Non-Peak Hours: 12% of calls
 - b. Average Number of Monthly Minutes: (17,697)

IntraLada (i.e. Clark, MO) – 44%

IntraState (i.e. St. Louis, MO) – 36%

InterState (state-to-state – lower 48 states) – 19%

Alaska, Hawaii, Canada, International & Directory Assistance – 1%

c. Boone County Exchanges:

(573) 886

(573) 449

(573) 876

(573) 875

- d. Addresses of Boone County locations in Columbia, Missouri:
 - Boone County Government Center, 801 E. Walnut
 - Johnson Building, 601 E. Walnut
 - Sheriff Department, 2121 County Drive
 - Courthouse, 705 E. Walnut
 - Public Works, 5551 S. Hwy. 63
 - Juvenile Justice Center, Roger I. Wilson Drive
 - Boone County Public Works Maintenance Warehouse, 5501 Oakland Gravel Road

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Current Provider for	Number of Telephone Lines in	Average Monthly	Average Number of
Boone County	Service	Bill in Dollars	Monthly Minutes
MCI	417	\$1,593	17,697
Intralata Usage	Number of Calls	Number of Minutes	
	5,419	14,196	
Interlata Usage:	Number of Calls	Number of Minutes	
Interneta Osagoi	1,286	3,396	
	1,280	3,390	
Other Usage:	Number of Calls	Number of Minutes	
International:	13	25	
Interstate Directory Assistance:	74	80	

2.2. City of Columbia - Missouri

- 2.2.1. The City of Columbia owns and operates a Northern Telecom, Meridian 1 Opt. 61 PBX. Currently, there are 520 voice ports in use. The Opt. 61 is equipped to handle dedicated T-1 access to long distance carriers. The telecommunications equipment room is located in the basement of the Daniel Boone building located at 701 E. Broadway, Columbia, Missouri 65201.
- 2.2.2. The City of Columbia owns and operates a WINDOWS-BASED call accounting system. The call accounting system is used to monitor call volume, traffic, long distance costs and various network operations. Boone County owns and operates a computer automated call accounting system. The call accounting system is used to monitor local and long distance call volume, traffic and various network operations.
- 2.2.3. The City of Columbia leases one (1) T-1 from our current long distance vendor for outbound long distance. The successful bidder(s) will provide dedicated access to and from our main office, located at 701 E. Broadway, Columbia, Missouri 65201.
- 2.2.4. The City of Columbia uses 38 COTs (call out trunks). The successful bidder(s) will provide switched long distance access in the event the T-1 used for long distance becomes inoperable.
- 2.2.5. The City of Columbia operates facilities in various off-site locations. The successful bidder(s) will provide switched long distance access to the approximate 265 B1 phone numbers. List of phone numbers to be given to successful bidder. (Note: All B1s have area code "573").
- 2.2.6. The City of Columbia uses and operates 154 cellular phones. The successful bidder(s) may provide switched long distance access to all City owned cellular phones and shall indicate this as an option in their proposal.
- 2.2.7. Entity Usage Information: **City of Columbia Missouri**

a. Peak Hours: 85% of calls Non-Peak Hours: 15% of calls

b. Average Number of Monthly Minutes:

IntraLada (i.e. Clark, MO) – 22%

IntraState (i.e. St. Louis, MO) – 31%

InterState (state-to-state) – 45%

Alaska, Hawaii, Canada, International & Directory Assistance - 2%

- c. City of Columbia Exchanges:
 - (573) 874
 - (573) 817
 - (573) 441
- d. Addresses of City of Columbia locations in Columbia, Missouri
 - 701 E. Broadway

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- 725 E. Broadway
- 700 Big Bear Blvd.
- 600 E. Broadway
- 1 South 7th Street
- 601 Business Loop 70 W
- 616 Big Bear Blvd.
- 1507 Business Loop 70 W
- 1313 Lakeview Road
- 1501 Business Loop 70 E
- 1518 Business Loop 70 E

Current Provider for City of Columbia	Number of Telephone Lines in Service			
MCI	965	\$2,448	27,849	
Intralata Usage	Number of Calls	Number of Minutes		
	7,332	21,598		
Interlata Usage:	Number of Calls	Number of Minutes		
	2,453	6,118		
Other Usage:	Number of Calls	Number of Minutes		
International:	22	58		
Interstate Directory Assistance:	66	76		

2.3. Boone County Group Homes - Columbia, Missouri

- a. Boone County Group Homes Exchanges:
 - (573) 874
 - (573)875
 - (573) 443
 - (573) 442
 - (573) 443
 - (573) 499
- b. Addresses of Boone County Group Homes locations in Columbia, Missouri:
 - 1209 E. Walnut Street
- c. Current Provider: MCI
- d. Average Monthly Bill in Dollars: \$132.43
- e. Average Number of Monthly Minutes: 1,441

2.4. Columbia Public Schools – Columbia, Missouri

- 2.4.1. The Columbia School District utilizes the GTE Centrex System with approximately 776 lines.
- 2.4.2. The Columbia School District utilizes one (1) T-1 from the current distance vendor for outbound long distance.
- 2.4.3. The Columbia School District utilizes seventy-five (75) 2-way Centranet lines. The District also utilizes a Telephony system using ATM technology. The system consists of four ISND banks. Each bank has 24 B channels and 1-D channel.
- 2.4.4. The Columbia School District has one (1) 800 incoming lines. It is desired that the 800 number is not changed.
- 2.4.5. The Columbia School District has thirty-eight (38) Public Pay Telephones. The successful Bidder shall provide long distance operator services and pay a commission to the Columbia School District on total revenue billed. This shall include commissions in non-equal access areas where the Contractor is the long distance carrier.

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- 2.4.6. The Columbia School District employees utilize a long distance access code for making long distance telephone calls. Long distance calls are accomplished dialing two different ways: a) dialing 7 plus a five digit code and b) *99 plus a six digit code. It is desired that this procedure not be changed.
- 2.4.7. The Columbia School District utilizes five calling cards.
- 2.4.8. Entity Usage Information: Columbia Public Schools

a. Peak Hours: 94% of calls

Non-Peak Hours: 6% of calls

b. Average Number of Monthly Minutes:
 IntraState (i.e. St. Louis, MO) – 73%
 InterState (state-to-state) – 26%
 Alaska, Hawaii, Canada, International & Directory Assistance - 1%

- c. Columbia Public School Exchanges:
 - (573) 886
 - (573) 214
- d. Addresses of Columbia Public School locations in Columbia, Missouri:
 - See Exhibit B (page 26)

Current Provider for Columbia Public School District	Number of Telephone Lines in Service	Average Monthly Bill in Dollars	Average Number of Monthly Minutes	
MCI	776 \$1,444		\$14,918	
<u>Intralata Usage</u>	Number of Calls 3.929	Number of Minutes 9,862		
	3,929	9,802		
Interlata Usage:	Number of Calls	Number of Minutes		
	1,875	5,056		
Other Usage:	Number of Calls	Number of Minutes		
International:	37	60		
Interstate Directory Assistance:	66	70		

2.5. BACKGROUND USAGE INFORMATION

2.5.1. The quantities listed are estimated monthly quantities for the award period. The entities reserve the right to increase/decrease the quantities shown in order to meet operating requirements.

3. PRE-PROPOSAL CONFERENCE

- 3.1. A pre-proposal conference will be held on Thursday, December 13, 2001, at 11:00 a.m. in the Boone County Johnson Building, 601 East Walnut, Conference Room 207, Columbia, Missouri 65201.
- 3.2. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Proposal. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFP will be discussed in detail. Bidders should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 3.3. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled preproposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

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4. DEADLINE FOR WRITTEN QUESTIONS

- 4.1. All questions regarding this Request for Proposal shall be submitted in writing no later than 5:00 p.m., December 12, 2001. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Boone County Purchasing. No verbal responses to questions will be given prior to or following the pre-proposal conference.
 - a. Melinda Bobbitt, CPPB
 Director of Purchasing
 601 E. Walnut Street, Room 208
 Columbia, MO 65201
 Phone: (573) 886-4391

Phone: (573) 886-4391 Fax: (573) 886-4402

E-mail: mbobbitt@boonecountymo.org

4.2. Responses to questions will be addressed at the pre-proposal conference. The responses and call volume and usage will become a part of a written addendum, which will be mailed out after the pre-proposal conference.

5. CONTRACT AWARD

- 5.1. It is the intent to award this contract to one vendor for all MMPPC entities, unless it is in the best interest of the entities involved to award separate contracts. Unless Bidders indicate otherwise, prices bid will be valid whether the Bidder is awarded a contract for one or multiple entities.
- 5.2. The Mid Missouri Public Purchasing Cooperative reserves the right to accept any bid, segments of any bid or, at its discretion, reject any or all bids for whatever reasons it deems appropriate. Receipt of a bid response does not obligate MMPPC to pay any expenses incurred by the Bidder in preparation of the bid response or obligate the MMPPC in any other respect.

6. CONTRACT PERIOD

6.1. The contract period shall be from the completion date of the change over of carriers through December 31, 2002, and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party. For each year thereafter, the contract will become effective on January 1.

7. CONTRACT TERMS AND CONDITIONS

- 7.1. The contract(s) between the designated MMPPC entities and the successful bidder(s) will contain the terms and conditions set forth in the contract. Any objections to the terms and conditions must be stated in your proposal and subject to negotiation. General references to the Bidder's terms and conditions or attempt at complete substitutions are not acceptable to MMPPC and will result in disqualification of the proposal.
- 7.2. Any additional terms and conditions, which the Bidder expects to have included in the contract, must be submitted with the proposal.

8. CONVERSION

8.1. The successful Bidder will convert 100% of all MMPPC locations to proposed service(s) within two (2) months of the contract award. If the successful Bidder fails to accomplish the required conversions within the time specified herein, the successful Bidder will be required to reimburse the MMPPC entity for any cost differential between the current service provider, and the proposed service, as a result of the failure on the part of the successful Bidder to convert those locations.

9. INDEMNITY AGREEMENT

9.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the MMPPC Entities, their directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the MMPPC entities from their own negligence.

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IV. SPECIFICATIONS

1. **OBJECTIVES**

- 1.1. The main objective of this RFP is to enter into a contract for a long distance telephone service provider with a firmly established base of operations that can offer the services and features required by the members of MMPPC.
- 1.2. To acquire long distance telephone services on an equal access basis where each telephone line is connected to the long distance service without necessity of dialing a local telephone number, local access code, or 800 telephone number, before dialing the long distance number.
- 1.3. Provide long distance service from Columbia, Missouri locations to any location in the continental United States and Canada. The successful Bidder will address how service is provided outside the continental United States, Canada, and International calls.
- 1.4. A firm fixed rate for Interstate/Interlata and Intrastate/Intralata is desired by MMPPC.

2. SERVICE

- 2.1. The successful Bidder will provide equal access long distance service to all MMPPC member's locations.
- 2.2. The successful Bidder will provide "Switched", "Direct", and "Remote" access wherever required, including high capacity digital (T-1 based) service to major locations.
 - 2.2.1. Bidders shall describe in detail their options and pricing for one (1) dedicated T-1 long distance access circuit. This includes all monthly recurring charges, POP locations and any volume discount plans that are available.
- 2.3. All circuits carrying City of Columbia's traffic among the Bidder's Points of Presence (POP) will be provisioned and maintained with physically diverse routing. The Bidder shall indicate the physical location of Points of Presence.
- 2.4. Bidders shall describe in detail their options for local access and any volume discount plans that are available.
- 2.5. The Bidder must describe the access method and the mode of transmission.
 - a. Access Method: For each proposed service, describe how the network is accessed (dial-up/dedicated, analog/digital, etc.) alternatives available, and the benefits of each method.
 - b. Mode of Transmission: The Bidder will identify whether it owns or leases the proposed transmission facilities (common carrier/reseller).

2.6. Account Representatives

- 2.6.1. The contractor shall assign by name a single representative as the business contact to handle the account for each entity and a representative as the operational contact. The operational contact should be available 24 hours a day, 7 days per week, for trouble reporting. Bidder must describe their ability to meet this requirement.
- 2.6.2. MMPPC reserves the right to request a change in the assigned representative if MMPPC determines that the account is not being handled adequately.
- 2.7. **Service Capability:** The Bidder must describe their capability to provide INTERSTATE/INTERLATA, INTRASTATE/INTRALATA, and INTERNATIONAL long distance calling services for MMPPC locations.

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2.7.1. Outbound Interstate Domestic Calling (Interstate/Interlata)

- a. Bidder shall provide a detailed description of their virtual Outbound Domestic Interstate service and all available features.
- b. Each Bidder shall provide a detailed rate structure proposal for Inter Xchange Carrier (IXC) switching among their POP's. (i.e. Local Exchange Carrier (LEC) costs excluded). In addition, each Bidder shall provide a detailed rate structure for total switched services from City of Columbia and/or Boone County, and/or Boone County Group Homes and/or Columbia Public Schools to called party.
- c. MMPPC prefers a flat rate price structure. Postalized and Stabilized rate structures must be presented as an option (i.e. flat rate/per minute, 24 hours/day, 7 days/week).
- d. Rate structures that are calculated on a time of day basis must be so represented for peak and off peak time periods with 80% at peak and 20% off peak for all applicable minutes.
- e. Rate structures that are calculated on the elapsed time of the call shall define the smallest element of billable period and the minimum cost of a single call completion. The Bidder must guarantee 100% answer supervision on both the originating and terminating ends of the call. In no cases shall a ring-no-answer or busy condition incur cost.
- f. Rate discounts that are based upon tiered usage or revenue totals must be fully disclosed as to the nature of volumes required to reach each tier and penalties incurred if a tier is contracted but not obtained. Describe fully what rolling period of time is used to calculate such volumes. Describe how volume carried forward and credit backward is computed.
- g. Provide secure validated account codes between 4 to 12 digits in length for security and billing purposes.
- h. Call completion times may not exceed six (6) seconds in worst case.

2.7.2. Outbound Intrastate Domestic Calling (Intrastate/Intralata)

- a. Bidders shall provide a detailed description of their virtual Outbound Domestic Intrastate service and all available features.
- b. Postalized and Stabilized rate structures shall be presented as an option.
- c. Rate structures that are calculated on a time of day basis must be so represented for all applicable time periods.
- d. Rate structures that are calculated on a distance formula must be so represented for all applicable distances.
- e. Rates that are calculated by "units" must be fully described.
- f. Rate structures that are calculated on the elapsed time of the call shall define the smallest element of billable period and the minimum cost of a single call completion. The Bidder must guarantee 100% answer supervision on both the originating and terminating ends of the call. In no cases shall a ring-no-answer or busy condition incur cost.
- g. Rate discounts that are based upon tiered usage or revenue totals must be fully disclosed as to the nature of volumes required to reach each tier and penalties incurred if a tier is contracted but not obtained. Describe fully what rolling period of time is used to calculate such volumes. Describe how volume carry forwards and credit backwards are computed.
- h. Provide secure validated account codes between 4 to 12 digits in length for security and billing purposes.
- i. Call completion times may not exceed six (6) seconds in worst case.

2.7.3. Outbound International Calling

- a. Bidders shall provide a detailed description of their virtual outbound international service and all available features.
- b. Postalized and Stabilized rate structures should be presented as an option.

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- c. Rate structures that are calculated on a time of day basis must be so represented for peak and off peak time periods with 80% at peak and 20% at off peak for all applicable minutes.
- d. Rate structures that are calculated on a distance formula must be so represented for all applicable distances.
- e. Rate structures that are calculated on the elapsed time of the call shall define the smallest element of billable period and the minimum cost of a single call completion. The bidder must guarantee 100% answer supervision on both the originating and terminating ends of the call. In no cases shall a ring-no-answer or busy condition incur cost.
- f. Rates that are calculated by "units" must be fully described.
- g. Rate discounts that are based upon tiered usage or revenue totals must be fully disclosed as to the nature of volumes required to reach each tier and penalties incurred if a tier is contracted but not obtained. Describe fully what rolling period of time is used to calculate such volumes. Describe how volume carry forwards and credit backwards are computed.
- h. Provide secure validated account codes between 4 to 12 digits in length for security and billing purposes.
- i. Call completion times may not exceed eight (8) seconds in worst case.
- 2.8. **Directory Assistance Access:** Bidder must indicate the method used to place a call to Directory Assistance.
- 2.9. **Disaster Recovery:** Bidder must indicate what type of network redundancy is available in their network, the average down time documented for the proposed network in the last two years, and the methods and time frame involved in restoring or re-routing network traffic. Bidder must describe the disaster recovery plan for the network.
 - 2.9.1. The Contractor must notify the entity when carrier outages affect the services of the contract. Notification must include but not be limited to, the estimated restoration time.
- 2.10. New NPA's and NXX's and New Country Codes and City Codes: Bidder must agree to provide information to MMPPC about new area codes, prefixes, country codes and city codes added anywhere in their network. Such numbers and codes must be added to the Bidder's network at least thirty (30) days prior to activation in the network.
- 2.11. **Required Dialed Digits:** Currently, for the City of Columbia and Boone County, 9 + 1 + Area Code + Telephone Number is available to all locations for Intrastate and Interstate calls. It is preferred that callers need not dial any additional digits to complete INTRASTATE and INTERSTATE long distance calls. Bidder should indicate by location if this dialing pattern can be provided. If Bidder cannot provide 1 + Area Code + Telephone Number dialing, proposed dialing pattern should be indicated by location.

2.12. Network Management

- 2.12.1. The Contractor shall provide a single point of contact for network management activities, issues, and questions to each MMPPC entity. Detail the process proposed for network management interfacing. The single point of contact will be available 24 hours a day, 365 days a year.
- 2.12.2. Status on all reported trouble calls will be provided back to the originator within 30 minutes.
- 2.12.3. Describe Real Time Network Routing Plan that is in place to stop potential network busy conditions and the number of alternative pathways available to complete a call.
- 2.12.4. Describe in detail the processes for problem management, change management, and associated escalation schedules.
- 2.12.5. Describe in detail how, and to what extent, that MMPPC can on-line access network management information.
- 2.12.6. Network management capabilities provided as part of this proposal should be described in detail. Bidders shall describe:
 - a. Any additional network management functions which can be provided, along with the costs.

3. INVOICING AND REPORTING

3.1. **Monthly Billing:** The successful bidder shall provide multiple location direct billing reflecting detail call record information that was used for the billing.

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- 3.1.1. Bidder must include, in their proposal, a sample telephone bill showing examples of billing for all proposed services.
- 3.1.2. MMPPC's entities should receive the monthly invoices by the 10th of each month following the month the successful Bidder provided the service.
- 3.1.3. Bidders shall indicate if the billing cut off date can be different for each entity.

3.2. Detail on the invoices shall include:

Originating telephone number (7 digits)

Terminating telephone number (10 digits)

City

State

Country if an international call

Date (MMDDYY)

Start time (HHMMSS)

Duration (HHMMSS)

Type of call (DDD, operator assisted, collect, third party, etc.)

Cost of call

Breakdowns of each location by account number.

3.3. **Billing Duration:** Bidder must indicate how they will compute billable call duration by presenting the actual billing time for the following call duration:

Fifteen Seconds	00:15
Thirty Seconds	00:30
Forty Seconds	00:40
Fifty-five Seconds:	00:55
One Minute and Two Seconds	01:02
Two Minutes and Twenty Seconds	02:20

- 3.4. The billings must be broken into accounts as designated by each MMPPC entity representative. Billing shall be sorted and subtotaled by line number, presented on paper **and** should be electronically billed with the ability to be exported, sorted, and subtotaled.
 - 3.4.1. Bidder should provide 4-digit department codes and 4-digit account codes identifying staff
 - a. Identify how many digits can be used for department codes and account codes
 - b. Identify any fees for changes of these account and department codes.
 - 3.4.2. Billing will be submitted to the following MMPPC Representatives:
 - a. Boone County Purchasing Department each bill shall go to each department and the summary shall go to the Purchasing Department for contract administration:

Marlene Ridgway, Buyer 601 East Walnut, Room 209 Columbia, Missouri 65201 Telephone: (573) 886-4392

Fax: (573) 886-4402

e-mail: mridgway@boonecountymo.org

b. City of Columbia P.O. Box 7236 Columbia, MO 65205

c. Boone County Group Homes Accounts Payable

1209 E. Walnut Columbia, MO 65201

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d. Columbia Public Schools
Purchasing Department
Attn: Greg Cooper, Purchasing Agent
6006 W. Van Horn Tavern Road

Columbia, MO 65201 Telephone: (573) 886-2125

Fax: (573) 886-2180

e-mail: gcooper@columbia.k12.mo.us

- 3.5. Third Party Billing: No third party billing will be authorized to any MMPPC account.
- 3.6. **Credit Handling:** Bidder must indicate how they will handle credits for misdial numbers, fraudulent calls, or bad connections. Cost of this service must be provided on the proposal form.
- 3.7. Call Investigation: When requested, Contractor must agree to provide customer name and address information of the called telephone number(s) for calls appearing on the invoice to assist in the investigation of toll calls. Bidder must describe their method and policy of providing name and address for unrecognized calls, including non-published numbers.
 - 3.7.1. Bidder should provide a comprehensive fraud protection plan.
- 3.8. Service Disruption: Bidder must describe their method for determining credit for service disruptions.
- 3.9. **Comprehensive Billing:** If the successful Bidder proposes multiple types of services (i.e. dedicated digital, dial-up, etc.), differing by location, billing for different services must be combined so as to produce one comprehensive bill on a monthly basis, rather than separate monthly bills for each type of service.

3.10. Records and Audits

- 3.10.1. During the term of the contract and for three years thereafter, the contractor shall maintain detailed records pertaining to the services rendered. These records shall be subject to inspection by MMPPC. MMPPC shall have the right to audit billings both before and after payment. Payment under this contract shall not foreclose the right of MMPPC to recover excessive or illegal payments. MMPPC reserves the right to audit contractor records that were used to develop utilization reports and the payments associated with them.
- 3.10.2. MMPPC reserves the right to investigate and/or audit the prices charged by the Contractor, with or without notice to the Contractor, at the entity's expense. Charging prices to either entity in excess of those agreed to in the contract shall be just cause for cancellation of the contract in its entirety. Any money paid by the entities which is above that agreed to in the contract shall be immediately returned to the entities involved, in a form acceptable to the overcharged entity (i.e. via check or credit).

3.11. Reporting

- 3.11.1. The successful Bidder must maintain all records in compliance with federal and state regulations.
- 3.11.2. Successful Bidder will provide each MMPPC entity a monthly and year-to-date utilization report. Describe information available on the utilization report.
- 3.11.3. The successful Bidder will mail the invoices and the utilization reports to the MMPPC entity's authorized representative.
- 3.11.4. Bidders must submit copies of the utilization reports with their proposal.
- 3.11.5. The Contractor shall submit quarterly performance reports to each MMPPC entity that provides statistical data of each service provided that includes, but not restricted to; availability, reliability, response, commitment to contract levels, problem management response, change management response, billing issue resolution, move-add-change response, and other quality process indicators as mutually agreed upon.
- 3.11.6. Monthly outbound traffic summary by location. This report shows daily and monthly totals of calls and minutes originating at each node. Report will detail the call attempts, completions, percent completed, average minutes, cost per minute, and total cost. The report also shows combined call statistics for all nodes each day by time of day and monthly totals.

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- 3.11.7. Monthly inbound traffic summary by location within each MMPPC entity. This report details daily and monthly total of calls and minutes terminating at each node, percent of time all incoming trunks/lines busy, average minutes per connection, cost per minute and total costs. The report also details combined call statistics for all nodes each day by time of day and monthly totals.
- 3.11.8. Monthly calling card traffic summary by location to include Caller ID, call origination, call destination, time of day, elapsed time of the call and cost.
- 3.11.9. Provisioning reports addressing scheduled activity during the report interval showing completed work and missed due dates.
- 3.11.10. Trouble reports listing time, date, circuit ID, nature of trouble, duration of trouble, disposition of the trouble, mean-time-between-failure and mean-time-to-repair.
- 3.11.11. Network availability report showing the availability of each service contracted by day, week, and month, presented by service and summarized for the network as a whole.
- 3.11.12. Calling card monthly report describing security incidents and actions taken.
- 3.11.13. List other reports that are available as standard reports, custom reports and the costs of each.

4. MAINTENANCE

4.1. The successful Bidder will provide maintenance service with a maximum of a two- (2) hour response-time for emergency calls and a maximum of a four- (4) hour response-time on all other calls. For service requiring special hardware or software, the successful Bidder will have spare parts located on-site or off-site within a fifty- (50) mile radius of all MMPPC facilities. The successful Bidder will provide a disaster recovery/back-up plan for all digital services.

5. GENERAL

- 5.1. The successful Bidder will pay all necessary line/trunk transfer and/or connection charges from the local telephone company to implement the new services.
- 5.2. The bidder must provide a complete description of the procedures to be used by the MMPPC entities to place orders, make changes to the service, report problems with transmission, billing or other aspects of their service, and Bidder's procedures for resolution. This will include a description of the overall organization (organizational chart) and the account team(s) to be assigned, whether the customer contact is local or remote, site or organization specific, and problem escalation procedures including associated time-frames for each level.
- 5.3. The Bidder must demonstrate their awareness of the difficulties inherent in the completion of this undertaking, and plan for surmounting them, including the resources that will be assigned to the project. This plan will include a schedule showing the bidder's proposed time-table for converting to the proposed service(s), a list of activities that will be required of MMPPC personnel in order to meet the proposed schedule, and details on how the changeover from existing vendors, if necessary, will be accomplished.
- 5.4. Prior to submitting, the Bidder is requested to carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Bidders should include in their bids all costs deemed necessary to cover all contingencies essential to successfully provision and install the specified requirements (for both monthly recurring and usage-sensitive costs). Any cost not specifically itemized in the proposal shall not be incurred. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the bidder.
- 5.5. Describe customer satisfaction guarantee.
 - a. Number of days guarantee is risk free
 - b. Can MMPPC switch back if not satisfied? Describe cost associated with switching back to present carrier.

6. CALLING CARDS

6.1. The Contractor shall provide long distance calling cards for use by the MMPPC entities. The billing for the calling cards must be shown separately by card.

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- 6.2. Bidder must indicate how they propose to offer telephone calling card services. Bidder must state the company that will handle the calling card call, the service area(s) in which the calling card can be used, the types of calls that can be placed, and the required dialing pattern(s) from the public pay telephone.
- 6.3. Proposed services must be fully operational within two months of contract award. A statement to this effect is required. After initial implementation of calling cards, new cards must be available within ten (10) working days. Calling cards must include both domestic and international capability.
- 6.4. Rates proposed must be stated in cost per minute and surcharge(s) for all types of calling card calls in an appropriate format.
- 6.5. Each Bidder shall provide a detailed rate structure proposal that includes carriage from the originating caller to the InterXchange Carrier (IXC) POP nearest the City of Columbia premises (i.e. Local Exchange Carrier (LEC) costs excluded). In addition, each Bidder shall provide a detailed rate structure for total switched services from City of Columbia.
- 6.6. Rate structures that are calculated on a time of day basis must be so represented for peak and off peak time periods with 80% at peak and 20% at off peak for all applicable time periods with an average duration of four (4) minutes.
- 6.7. Rate structures that are calculated on a distance formula must be so represented for all applicable distances.
- 6.8. Rate structures that are calculated on the elapsed time of the call shall define the smallest element of billable period and the minimum cost of a single call completion. The Bidder must guarantee 100% answer supervision on both the originating and terminating ends of the call. In no cases shall a ring-no-answer or busy condition incur cost.
- 6.9. Rate discounts that are based upon tiered usage or revenue totals must be fully disclosed as to the nature of volumes required to reach each tier and penalties incurred if a tier is contracted but not obtained. Describe fully what rolling period of time is used to calculate such volumes. Describe how volume carry forwards and credit backwards are computed.
- 6.10. Call completion times may not exceed six (6) seconds in worst case.
- 6.11. Contractor of calling card services shall be responsible for all usage costs associated with fraudulent use and other unauthorized use of the calling card or authorization number. The Bidder shall describe the fraud detection processes currently in place and how this would be utilized to prevent the MMPPC entities from incurring fraudulent charges.
- 6.12. The calling card service that is bid shall require the caller to enter a code number of at least 14 digits of Personal Identification Number (PIN) that the Contractor will validate before completing the call.
- 6.13. Bidders shall describe the calling card data base fields that the MMPPC entities may view and modify in a real time on-line mode from the entities' premises.
- 6.14. Bidders shall disclose the full content of the calling card magnetic strip, and the rate for using this strip for a call.
- 6.15. The Bidder shall describe in detail the process and the time required for acquiring new cards and PIN's and the process and time required for retiring cards and canceling PIN's.
- 6.16. The Bidder shall describe any geographic calling restrictions in their calling card coverage.
- 6.17. The Bidder shall describe any available MMPPC defined geographic calling restrictions.
- 6.18. The Bidder shall describe any available voice recognition calling capabilities.

7. PAY TELEPHONE CALLS

7.1. Bidder shall describe the type of services provided for pay telephone calls including sample of reports and statements provided and time frame for receiving reports and commission payments.

8. TOLL-FREE SERVICE

8.1. Provide a brief (one-to-two page) overview of your toll-free (also called "800") service as well as Watts line availability.

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9. CONFERENCING

9.1. Describe local and long distance conferencing.

10. PAYMENTS

- 10.1MMPPC entities will pay the successful Bidder within thirty (30) days of receipt of invoice based upon completion, acceptance, and approval of invoices by the entity.
- 10.2MMPPC reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

11. COMPENSATION

- 11.1The Contractor agrees to provide the services, equipment and materials as specified in bid to MMPPC at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto, incorporated by reference herein and made a part hereof as fully as if herein set forth.
- 11.2Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

12. PRICE AGREEMENTS

- 12.1The entities of MMPPC will issue separate awards and purchase orders. Separate invoice and reporting is also required.
- 12.2The contract(s) with the successful Bidder will be considered a firm fixed-price contract for the entire contract period. The contractor shall pass on to MMPPC any lower rates that may occur but no higher than the fixed rate.
- 12.3If any pricing in this proposal is based on any Federal or State regulated tariffs, MMPPC will be given a lower rate if the Bidder gets approval to reduce the tariff at any time during the proposal period, or during the contract term itself.

13. QUALIFICATIONS OF CONTRACTOR

- 13.1. A Bidder, by making the bid, represents that the company possesses the capabilities, hardware, permits, and personnel necessary to provide an efficient and properly operating provisioning.
 - 13.1.1. Bidders shall submit background information on company including date company was founded and length company has been in business, and home office location.
 - 13.1.2. Proposals will only be accepted from firms that can clearly demonstrate a broad background and experience in the telecommunications field including application of fiber optics, telephone, video, and computer and other digital communications systems; in particular as may be applied to local government and utility uses. Such experience should include similar studies and successful adoption of recommendations by other units of local government or municipally owned utilities.
- 13.2. Licensed Carrier: The contractor must be a Missouri Public Service Commission Interexchange Certified Reseller/Operator service provider or Certificated Facilities-Based Interexchange carrier. Bidder must submit evidence of licensing with their proposals.
 - 13.2.1. The Bidder must comply with all applicable law, and F.C.C. and P.S.C. regulations regarding licensing and certifications.
- 13.3. MMPPC reserves the right to make any investigations as necessary to determine the ability of the Bidder to provide quality service and to adhere to the requirements specified herein. MMPPC reserves the right to reject any Bidder's proposal, if the said Bidder is not a responsible Bidder or fails to submit a responsive proposal.
- 13.4. P.01 Grade of Service: Bidder is required to have sufficient capacity to accommodate the provided traffic assuring a P.01 Grade of Service or better. This requirement must include all the elements of placing a call (access, transport, and egress). A statement to this effect is required.

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V. PROPOSAL SUBMISSION INFORMATION

1. RESPONSE TO PROPOSAL

1.1. Submission of Proposals:

- 1.1.1. When submitting a proposal, the Bidder should include **five (5) additional copies** along with their original proposal.
 - a. The Bidder shall submit the proposal to:
 Boone County Purchasing Department
 Attn: Melinda Bobbitt, CPPB, Director of Purchasing
 601 E. Walnut, Room 208
 Columbia, MO 65201
 - b. The bids must be delivered no later than 1:30 p.m. on December 27, 2001. Bids will not be accepted after this date and time.
- 1.1.2. To facilitate the evaluation process, the Bidder is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. The Proposal must, at a minimum, address all mandatory and desired services. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the MMPPC locations to access the service. Responses such as "agreed", "understood", "will comply", "accepted", "in literature/brochure", etc. will not be accepted and may result in disqualification of prospective proponent as "non-responsive".
- 1.1.3. The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories, and that the Mid-Missouri Public Purchasing Cooperative is under no obligation to solicit such information if it is not included with the proposal. The Bidder's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 1.1.4. Bidder's Contacts: Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Bidders and their agents may not contact any MMPPC employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the buyer of record.
- **1.2. Competitive Negotiation of Proposals:** The Bidder is advised that under the provisions of this Request for Proposal, the Mid Missouri Public Purchasing Cooperative reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - **1.2.2.** Negotiations will only be conducted with potentially acceptable proposals. MMPPC reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

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- 1.2.3. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the MMPPC determines that a change in such requirements is in the best interest of the entities.

1.3. Evaluation and Award Process:

1.3.1. After determining a responsible Bidder and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a.	Cost.	.60%
b.	Experience, Reliability and Expertise	.20%
	Method of Performance	

- 1.3.2. After an initial screening process, a question and answer conference or interview may be conducted with the Bidder, if deemed necessary by MMPPC. In addition, the Bidder may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the Bidder's expense. All arrangements and scheduling shall be coordinated by MMPPC.
- 1.3.3. The evaluation will include the original contract period plus renewal option periods.

1.4. Evaluation of Cost:

- 1.4.1. The Bidder must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fees. The Response page will be used in summarizing the cost proposal, with a detailed description of all cost elements to verify the proposed fees. The following information will be submitted as part of the cost proposal:
 - a. A detailed explanation of "metered" charges (i.e. when charges for a call begin and end).
 - b. A detailed explanation of all fees and charges, if any, for: conversion of all lines, numbers, trunks, etc., to new service; account set-up fees, monthly access fees, subscription fees, monthly billing fees, credit handling fees, electronic billing production fees, costs for shipping electronic billing, installation, actual usage, monthly service options, travel features, local service necessary to reach the long distance company, or other charges not otherwise identified.
 - c. Bidder must list the surcharges, per minute rates and the company providing the service on the proposal form for the following:

Calling Card Call
Directory Assistance – Domestic
Directory Assistance – International
Collect Call
Third Party Call
Person-to-Person Call
Operator Assisted Call

- d. Specification of any minimum usage requirements (location or organization specific), restriction on calling, rate variations, volume discounts, minimum subscription levels (by location), refunds and penalties, rate periods and discounts, pricing tiers (on/off network), or other pertinent details.
- e. A detailed explanation of the cost impact (including usage requirements, volume discounts, etc.).
- f. A complete explanation regarding the method by which calls are timed and charges are calculated to include billing increments (i.e. six (6) seconds, one (1) minute, minimum billing increments), rate tapers, rounding, minimum billing, calls which span more than one rate period, etc.
- 1.4.2. The Bidder will address the stability of its prices by detailing any price fluctuations in the past two years or anticipated increases or decreases in prices, guarantee, etc. The Bidder will identify whether any proposed service(s) are covered under a specific tariff, or are currently under investigation by the FCC or other federal/state government organizations.

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1.5. Evaluation of Bidder's Experience and Reliability:

- 1.5.1. Experience and reliability of the Bidder's organization are considered subjectively in the evaluation process. Therefore, the Bidder is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 1.5.2. The Bidder should provide the following information related to previous and current services/contracts performed by the Bidder's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Exhibit A to this RFP or in a similar manner):
 - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 1.5.3. The Bidder should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the bidder's business. If not submitted with the proposal, MMPPC reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

1.6. Evaluation of Method of Performance:

- 1.6.1. Proposals will be subjectively evaluated based on the Bidder's distinctive plan for performing the requirements of the RFP. Therefore, the Bidder should present a written narrative, which demonstrates the method or manner in which the Bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 1.6.2. The method by which the proposed method of performance is written is left to the discretion of the Bidder. However, the Bidder should address each specific paragraph and subparagraph of the Performance Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

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VI. VENDOR RESPONSE SHEET

In	itrastate	Interstate		International	Operator Assisted	Calling Cards	800 Calls
Billing							
Increment in							
Min/Sec. Switched							
Rate							
Direct (T-1) Rate							
	1						
2. Move, Conversion	on & Disco	nnect Cha	rges:	\$			
3. Monthly Service	Fee:			\$			
4. Monthly Minim	um Usage:			\$			
5. Optional Featur	es and Cos	ts:					
a. Calling C	Cards \$		\$				
b. Account	Codes \$		\$				
c. Electroni	c Billing \$		\$				
d	\$		\$				
6. Billing Charges:				\$			
7. Local Charges to	o Access Se	ervice		\$			
8. Any monthly of Please descri			not list	ed above.			
\$							

\$

10. Detail taxes a	and surcharges MMPPC e	entities will pay:			
11. City of Colum	nbia/Columbia Public Scl	hools – Pay Teleph	one Commission I	Rate Table	
Гable One - Con	nmission Rates				
Type of Call	Day	Night	Weekend	Ot	her
Coin Paid	%	%		%	%
Operator Assi Credit Card	isted %	%		%	%
Station Han Credit Card	dled %	%		%	%
Third Party	%	%		%	%
Collect	%	%		%	%
 Γable Two – Bas	sic (flat) Commission Rate	2	%		
vith the specification nis order.	eby offers to furnish and deliver as, instructions and general conditions.	itions of bidding which Delivery and	have been read and un	derstood and all o	f which are made a pa
		receipt of No	ice to Proceed		
4.1. Company	Name:		4.6.2. Exempt Fro	om Tax Reporting?	Yes No
4.2. Address:			Authorized Representa	tive Signature	
4.3. City/Zip:			•	C	
4.4. Phone Nu	mber:				
4.5. Fax Numb	ber:		Print Name and Title o	f Authorized Repre	esentative
4.6. Federal T	ax ID:				
4.6.1. () Corpo	oration ership - Name				
() Other When Org	idual/Proprietorship - Individual (Specify) ganized: orporated:	Name	Date:		

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EXHIBIT A

<u>PRIOR EXPERIENCE</u>
(References of similar services for governmental agencies are preferred)

1.

2.

3.

Prior Services Performed for:
Company Name: Address:
Contact Name: Telephone Number:
Date of Contract: Length of Contract:
Description of Prior Services (include dates):
Prior Services Performed for:
Company Name: Address:
Contact Name: Telephone Number:
Date of Contract: Length of Contract:
Description of Prior Services (include dates):
Prior Services Performed for:
Company Name: Address:
Contact Name: Telephone Number:
Date of Contract: Length of Contract:
Description of Prior Services (include dates):

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