

Telephone Services Bid

For

Oneida-Herkimer-Madison BOCES & Component School Districts

(Bids Due: May 10, 2021 by 10 AM)

Return Bid To:

Board of Cooperative Educational Services
Sole Supervisory District
Oneida-Herkimer-Madison Counties
4747 Middle Settlement Road, Box 70
New Hartford, NY 13413-0070

Prepared by:

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INSTRUCTIONS & GENERAL CONDITIONS OF THE CONTRACT

- A. Respondents to this bid are required to submit all information and forms requested in Section 3.0, Bid Submittals.
- B. The following terminology is used throughout this document:

TERMINOLOGY	DEFINITION
Board School Board Board of Education	A corporate body that oversees and manages a public school district’s affairs, personnel and properties.
BOCES Oneida-Herkimer-Madison BOCES	Oneida-Herkimer-Madison Board of Cooperative Educational Services
Component School District School District District	The component organizations that may choose to contract with BOCES to acquire the services described in this document.
Location School Site	A specific building location that has, or will have, connectivity to the proposed network service
Respondent Service Provider Carrier Contractor	Any individual, company or corporation submitting a response to this bid
Service Provider Contractor	Any Respondent to whom an award is made by Oneida-Herkimer-Madison BOCES
Response	An offer made by a Respondent to furnish the services described in this bid in accordance with all terms and conditions described.
Requirements Specifications	The description of the services to be provided and the conditions for the purchase of these services.
Network Service Proposed Service Service	The network or maintenance service that is proposed by the Service Provider and accepted by Oneida-Herkimer-Madison BOCES.

- C. Proposals shall be received in accordance with New York State Law and the successful Service Provider will execute a contract substantially in the form presented as part of these specifications. The Board reserves the right to accept the total or to award by groups in which case separate contracts will be executed.
- D. Should any Service Provider find any discrepancies in, or omission from, the contract documents or should the Service Provider be in doubt as to the meaning of any portion of said documents, the Service Provider shall at once notify Oneida-Herkimer-Madison BOCES and obtain an interpretation or clarification prior to submission of a bid.
- E. The Service Provider may, during the proposal process, be advised by addendum of additions, deletions, or alterations in any document forming part of this contract. All such

changes shall be included in the work covered by the proposal and shall become part of this contract. Upon mailing or delivery, or making available for inspection, such addendum shall become part of the contract documents and shall be binding on all Service Providers.

- F. Each Service Provider, by submitting a bid, represents that the Service Provider has read and understood the proposal documents and that the proposal is made in accordance therewith. The Service Provider further represents that the Service Provider has either visited the sites, or is sufficiently familiar with the sites as to guarantee service to the sites, and that the Service Provider is familiar with the conditions under which the work is to be performed.
- G. All proposals shall be submitted in duplicate on the proposal forms provided with the documents.
- H. Oneida-Herkimer-Madison BOCES may make such investigations, as it deems necessary, to determine the responsibility of any Service Provider or to determine the ability of the Service Provider to perform the work. Oneida-Herkimer-Madison BOCES reserves the right to reject any proposal if the evidence submitted by or the investigation of any Service Provider fails to satisfy Oneida-Herkimer-Madison BOCES that the Service Provider is responsible or is able or qualified to carry out the obligations of the contract or to complete the work as contemplated.
- I. Qualifying Service Providers may be required to undergo interviews in order to qualify as a responsible Service Provider.
- J. All applicable federal and state laws and regulations of all parties having jurisdiction over the work shall apply to the contract and shall be deemed to be included in the contract as if fully set forth therein at length.
- K. Executory Clause – The contract will include provisions regarding non-appropriation by BOCES or the participating organizations in substantially the following form:
 - 1. The BOCES is an educational institution organized under the Education Law of the State of New York with limited statutory powers. The BOCES agreements are subject to the approval of the New York State Education Department and the appropriation and budgeting of sufficient funds by the BOCES and its component school districts. It is also limited to act in cooperative school district ventures by requests for service from its component districts. The BOCES provides services to its component school districts when requested. Contracts entered into by the BOCES on behalf of its component school districts are subject to the appropriation of funds for the specific services to be rendered under the contract.
 - 2. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the BOCES or any component districts or other participating organizations (individually and collectively “Locations”) beyond the amount of such monies. It is not a general obligation of the BOCES or the Locations. Neither the full faith and credit nor the taxing power of the BOCES or the Locations is pledged to the payment of any amount due or to become due under this contract. It is understood that neither this contract nor

any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

3. In the event no funds or insufficient funds are appropriated and budgeted by one or more Locations in any fiscal period for payments due under this contract, then the BOCES will promptly notify the Company of such occurrence. This contract shall terminate as to those Locations which fail to appropriate monies for service provided pursuant to this contract on the last day of the fiscal period for which appropriations were received, without further liability therefor. The BOCES will be obligated to make continued payment for all remaining Locations being provided service for which funds shall have been appropriated and budgeted.
- L. In the event that the Service Provider shall default in any obligations or conditions set forth in the Agreement, BOCES will notify Service Provider of such default in writing
- M. Within five (5) days of receipt of the notice of default from BOCES, the Service Provider shall acknowledge the receipt of the default and shall outline the steps the Service Provider will take to correct such default. The Service Provider will then have ten (10) days to completely remedy the situation to the satisfaction of BOCES. In the event the Service Provider fails to correct the default within the time specified Oneida-Herkimer-Madison BOCES shall have all rights to immediately terminate the Agreement.
- N. If the Service Provider consistently fails to perform a particular portion of the telephone service then BOCES reserves the right to obtain telephone service from other Service Providers for such service portion without terminating the full Agreement; this does not prevent BOCES from proceeding with notifying the Service Provider that they are in default and terminating the Agreement.
- O. Service Provider agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Oneida-Herkimer-Madison BOCES prevails, Service Provider shall pay all expenses of such action including Oneida-Herkimer-Madison BOCES attorney fees and costs at all stages of the litigation.
- P. In the event that the Agreement is terminated upon default, BOCES shall obtain the services from another Service Provider.
- Q. If for any reason the Service Provider is not able to employ and support the staff necessary to implement the telephone services described and outlined within this bid, then the Agreement is immediately terminated.
- R. In the event Service Provider cannot perform its obligations under the Agreement because of a labor dispute or an act of God, such non-performance will not be considered a default. In the event the Service Provider remains unable to perform its obligations for a period in excess of thirty (30) consecutive days, the Oneida-Herkimer-Madison BOCES retains the option to terminate the Agreement upon 30 days notice.
- S. Force Majeure: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated

work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- T. The Service Provider will agree to defend, indemnify, save and hold harmless BOCES, its officers, agents and employees from and against any and all claims, demands, suits, losses, judgments, costs, and liabilities of every kind and nature, including attorney fees, whether at law or equity, for personal injury, death or property damage suffered by any third party arising out of or in connection with the services to be provided to the BOCES hereunder, excepting any such claims due to the negligent or maliciously intentional acts or omissions by BOCES, its officers, agents and employees and excepting any claims by the Service Provider against BOCES for breach of contract.

- U. The Service Provider for itself, its officers, officials, employees and agents and their respective heirs, executors and administrators shall hereby release, remise and waive any and all claims, demands, causes and causes of action, it or they may have against the BOCES, its officers, officials, employees and agents, on account of personal injury, death and property damage that may have arising out of or in connection with the services to be provided by the Service Provider to BOCES hereunder, excepting any such claims due to the negligent or maliciously intentional acts or omissions of BOCES, its officers, officials, employees and agents, and claims for breach of contract by BOCES.

SPECIFICATIONS AND REQUIREMENTS

1.0 INTRODUCTION

The Oneida-Herkimer-Madison Board of Cooperative Educational Services (hereinafter BOCES) is issuing this bid for telephone services (local and interexchange) for the following organizations:

School District	Reference NPA/NXX(s)
Brookfield Central School District	315-899
Clinton Central School District	315-853
Holland Patent Central School District	315-831
New Hartford Central School District	315-724
New York Mills Union Free School District	315-768
Oneida-Madison-Herkimer BOCES	315-736
Oriskany Central School District	315-768
Remsen Central School District	315-831
Sauquoit Central School District	315-839
Town of Webb Union Free School District	315-369
Utica City School District	315-733
Waterville Central School District	315-841
Westmoreland Central School District	315-853
Whitesboro Central School District	315-768

This document outlines the terms/conditions and relevant information required for submitting a best and final quotation for the services and facilities requested.

BOCES will be evaluating two (2) alternate contract periods to be proposed by bidders. These alternates include:

THREE-YEAR CONTRACT TERM – The contract for the services described in this document will extend three years, commencing on July 1, 2021 and ending June 30, 2024.

FIVE-YEAR CONTRACT TERM – The contract for the services described in this document will extend five years, commencing on July 1, 2021 and ending June 30, 2026.

The bid schedule is as follows:

Bid Specs Available: April 11, 2021
Bid Opening: May 10, 2021
Bid Review: May 11, 2021 through May 28, 2021
Bid Award: June 9, 2021

Bid results will be shared with the school districts and BOCES administrators for budgeting and project planning and may lead directly to contracts with the successful service provider(s). The pricing sheets provided as ATTACHMENT A provide a summary of the participating organizations' telephone lines for local and inter-exchange telephone services.

This bid is being administered by BOCES. The resulting services will be structured as a part of a telecommunications service offered by BOCES. While school districts have had active involvement in this project and fully support the objectives described here, the decision of whether or not a district chooses to participate in a BOCES service is made individually by each school district's Board of Education. See the "Executory Clause" for each school district's right to withdraw from BOCES services.

2.0 TELEPHONE SERVICE REQUIREMENTS

2.1 *General Requirements*

- A. Service Providers must provide the services requested in ATTACHMENT A.
- B. Any exceptions or clarifications to the specifications presented in this document must be listed in ATTACHMENT D: Exceptions & Response Clarifications. If exceptions are not specified in this submittal, it is assumed that the Respondent agrees to each and every specification outlined here.
- C. All voice telephone services currently maintained by the organizations listed in this bid must remain at least at the same level of function as their pre-bid state. In no case will the services proposed by Respondents preclude functions and capabilities that the districts currently maintain as part of their voice network (non-CPE) telephone services. Additional detail showing existing phone numbers can be provided upon request.
- D. If applicable, the service provider will be responsible for all on-premise "common equipment" that is supplied by the provider as part of the service. Any on-premise equipment supplied by the successful Service Provider shall be installed in accordance with the manufacturer's instructions and applicable national, state, and local regulations, ordinances, and codes. The Service Provider must also comply with all licensing, codes, and permit requirements relative to both its own and its subcontractor's personnel and work. All equipment, devices and the installation of cabling, equipment and devices proposed by the Service Provider must be in accordance with the relevant provisions of the National Electric Code, Local Electric Codes, Federal Communications Commission rules and regulations and ANSI/EIA/TIA telecommunications installation standards.

2.3 *Conversion of Services*

- A. Any of the locations participating in this bid that currently hold contracts with the successful bidder will be released from those contracts and existing service agreements will be migrated to the proposed rates offered in this bid. Those agencies will not incur penalties or termination liability charges as may otherwise apply based on the terms of their previous agreements or contracts with the successful Service Provider.
- B. The successful Service Provider will not be required to assume any early termination liabilities on behalf of the locations listed herein for contracts currently in place with

carriers other than the selected Service Provider (if applicable).

- C. The successful Service Provider will assume full responsibility for the order process as it relates to the transition of services from the incumbent service providers. The successful Service Provider will act on behalf of the contract users in placing orders as necessary. The selected Service Provider will also be required to coordinate and project manage the transition.
- D. The Successful Service Provider must assume all PIC change charges (or issue credits) associated with the transfer of services from another carrier as required for establishing the services covered under this bid.

2.4 Billing & Management Requirements

- A. All billing must be consolidated and billed to:
Oneida-Herkimer-Madison BOCES
502 Court Street, 3rd floor
Utica, NY 13502
ATTN: Scott Morris
- B. Billing must be subtotaled by organization, with clear indication of which location each cost should be attributed to. The billing information must be presented in a manner that will allow BOCES to easily identify the specific costs for each school district location, as well as its own costs.
- C. Billing must be available to BOCES in a standard format that will allow BOCES to integrate billing data into its existing accounting systems. Please list billing system options that are available to BOCES for receiving billing information (i.e., CD-based systems, on-line, etc.) in ATTACHMENT E: Billing Systems & Features. Please describe any additional charges associated with receiving billing information on media other than paper.
- D. Respondents must describe available management information services / products available for BOCES to analyze billing information. Please include descriptive information about this product with pricing information in your response. Respondents should submit information regarding billing in ATTACHMENT E: Billing Systems and Features.

2.5 Trouble Reporting & Maintenance

- A. Following the notification of trouble, the selected Service Provider must meet the following response requirements, based on the urgency of the problem:
 - Priority 1 Critical: A total outage or a location suffers a 25% or greater loss of access to facilities or capabilities.
Required Trouble Response: One hour.
Escalation and Customer Callback Interval: Every hour.

- Priority 2 Major: A location suffers a loss of up to 25% of its access to facilities or capabilities.
Required Trouble Response: Two hours.
Escalation and Customer Callback Interval: Every hour, unless specified otherwise.
 - Priority 3 Minor: A non-service effecting problem.
Required trouble resolution interval: Incident-specific based on an agency's needs.
Escalation and Customer Callback Interval: Determined by the customer.
- B. The Service Provider will guarantee on-site repair and trouble resolution within 4 hours for all carrier-provided hardware and software relevant to this bid.

2.6 Telephone Services Requirements

- A. The network must allow each location to access to the public switched telephone network using the same means of access that the location uses today (i.e. loop-start lines, ground-start trunks, DID trunks, dedicated circuits, PRI lines, etc.).
- B. Existing telephone numbers in place at each building must be maintained. BOCES and the school districts retain the right, however, to alter telephone numbers in the event of a service change if so desired at any time during the contract period.
- C. Existing local calling capabilities in place at the locations listed in ATTACHMENT A must be preserved. All locations must continue to be able to place local calls at or below their current rates for message units (if applicable). Local calls are defined here as calls within the districts' present (pre-bid) local calling area.
- D. The network must support toll-quality voice service using recognized and accepted standards. If voice compression is proposed, Respondents must provide a full description of the technology and network infrastructure.
- E. The network must be capable of transmitting standard control and signaling information inherent in voice transmissions. This signaling includes information such as the dialed number, the on-hook/off-hook status of a call and other possible routing and control information.

2.7 Installation, Acceptance & Training

- A. Service Providers are required to coordinate all installation activities with BOCES and the local school district to meet a project implementation schedule mutually established between the parties.
- B. All site evaluation work and preparation as well as all coordination, materials and labor related to network installation will be the responsibility of the Service Provider.
- C. The Service Provider must test all connections, equipment and configurations prior to the network being made available to the customer.

- D. Upon completion of the installation, the systems and associated equipment furnished by the successful carrier must be fully operational for a twenty-four (24) hour period prior to the cut-over of Customer telephone services.
- E. The successful Service Provider will provide instruction to staff members (as required by Oneida-Herkimer-Madison BOCES) as to operating procedures of the network, problem reporting procedures and routine maintenance activities.

3.0 BID SUBMITTALS

3.1 *Requirements to Submit a Bid*

Respondents are required to provide the information listed below. It is the Respondent's responsibility to address all requested information thoroughly. BOCES reserves the right to solicit additional information during the evaluation of the bids. Submit the following:

- A. Completed ATTACHMENT A: Telephone Service Pricing forms
 - 1. There is a separate form required for the contract period alternates:
 - THREE-YEAR CONTRACT TERM: July 1, 2021 to June 30, 2024
 - FIVE-YEAR CONTRACT TERM: July 1, 2021 to June 30, 2026
- B. Completed ATTACHMENT B: Bid Form
- C. Completed ATTACHMENT C: Bid Certification
- D. Completed ATTACHMENT D: Exceptions & Response Clarifications
- E. Completed ATTACHMENT E: Billing Systems & Features

3.2 *Rejection of Proposals*

Oneida-Herkimer-Madison BOCES reserves the right to accept or reject in part or in whole any or all proposals submitted. Oneida-Herkimer-Madison BOCES shall reject the proposal of any Service Provider who is determined to be non-responsive in accordance with the specifications.

3.3 *Acceptance of Proposals*

- A. All proposals properly submitted shall be accepted by the Oneida-Herkimer-Madison BOCES. However, Oneida-Herkimer-Madison BOCES reserves the right to request clarifications or corrections to proposals.
- B. Clarifications or corrections shall not alter the Service Provider's price contained in the cost proposal.
- C. Further, all Service Providers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the different documents making up the bid and will abide by the terms and conditions thereof.

4.0 EVALUATION CRITERIA

4.1 *Bid Evaluation (Overall Total 100 Points)*

All bids will be evaluated based on the criteria set forth in this section, utilizing the method defined below. The evaluation will be made based on the information submitted by bidders. BOCES will not be responsible for bidders that fail to include complete information or who do not adequately represent their products, systems, features, functions or capabilities using the forms and processes defined in this bid. While attempts may be made to seek clarification on certain aspects of a bid, the evaluator has no responsibility to garner this information from bidders. Absence of information will be considered to be the absence of the relative capability, function or feature.

4.2 *Pricing Evaluation (85 Points)*

- A. The lowest cost bid compliant with the specification will be identified and assigned the full value of 85 Points.
- B. The remaining technically compliant proposals will be ranked from the lowest cost to the highest cost with each receiving a proportional percentage of the financial award.

4.3 *Contractor Qualifications (15 Points)*

- A. The evaluation will include, but not be limited to, the following factors:
 - 1. Completeness of RFP submission – Depth of information provided necessary to complete an evaluation
 - 2. Service Response Factors – Local presence in the Utica area and past experience with the bidding company
 - 3. History and Stability of Service Provider – Established Business Operations and Management and other general information

5.0 QUESTIONS

Questions concerning this bid should be directed to:

Scott Morris
315-793-8502
smorris@oneida-boces.org

Thank you for your response.

**ATTACHMENT A: Telephone Service Pricing Forms
Oneida-Herkimer-Madison BOCES Telephone Services Bid**

ATTACHMENT B: Bid Form
Oneida-Herkimer-Madison BOCES Telephone Services Bid

NAME OF SERVICE PROVIDER: _____

UNIVERSAL SERVICE (E-RATE) SPIN _____

ADDRESS: _____

PREPARED BY: _____

TITLE: _____

The undersigned declares that _____ (Company Name) has carefully examined all Contract Documents and will furnish the services described in compliance with such documents for the price(s) set forth in ATTACHMENT A of this bid.

The full name and address of any firm or corporation or of all persons interested in this proposal as principals are as follows:

(Signature of persons, firm or corporation)

Date: _____

Firm: _____

Address: _____

Phone: _____

Name: _____

Prepared by: _____

(Contact person for inquiries) E-Mail _____

ATTACHMENT C: Bid Certification
Oneida-Herkimer-Madison BOCES Telephone Services Bid

Firm Name: _____ Business Address _____

I. General Certification

The Service Provider certifies that he will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusive Certification

By submission of this proposal, the Service Provider certifies that he is complying with Section 103-d of the General Municipal Law as follows:

(a) By submission of this proposal, each Service Provider and each person signing on behalf of any Service Provider certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) the prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Service Provider or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening, directly or indirectly, to any other Service Provider or to any competitor; and (3) no attempt has been made or will be made by the Service Provider to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(b) A proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Service Provider cannot make the foregoing certification, the Service Provider shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Service Provider (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

III. CERTIFICATION AND AUTHORIZATION

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Service Provider for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Service Provider, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

IV. Debarment and Suspension Certification

To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Service Provider include a certification statement with each proposal on each contract. By signing the certification statement, the Service Provider certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each Service Provider to sign the certification statement and submit it with any proposal. A school authority may rely upon the certification statement submitted by a Service Provider unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Service Provider's status relative to debarment and suspension.

Signature (Authorized)

Title

Date

**ATTACHMENT D: Exceptions & Response Clarifications
Oneida-Herkimer-Madison BOCES Telephone Services Bid**

Narrative responses, clarifications or exceptions to specific requirements within this document will be accepted as part of the response and will be given consideration. Respondents must list all relevant exceptions or clarifications in this submittal (attachments are acceptable). Exceptions to the specifications will be accepted or rejected solely at BOCES' discretion and based on what BOCES considers in the best interest of itself and the component school districts. If such exceptions are not included in the response, it is assumed that the service provider complies with each and every requirement outlined in this document.

ATTACHMENT E: Billing Systems & Features
Oneida-Herkimer-Madison BOCES Telephone Services Bid

Provide a thorough description of the following:

1. List billing system options that are available to BOCES for receiving billing information, including CD-based systems, on-line systems, etc. Provide any additional charges for such systems.
2. Describe available management information services / products available for BOCES to analyze billing information. Include descriptive information about this/these product(s). Provide any additional charges for such systems.

Attachments are acceptable