

# ***Loudon County Government***

## ***Request for Bid***

Loudon County Purchasing  
100 River Road, Suite 110  
Susan Huskey, CPPB, Senior Buyer  
Loudon, Tennessee 37774

Phone 865-458-4663  
Fax 865-458-4871  
HuskeyS@loudoncounty-tn.gov

November 23, 2015

**COMMUNICATION SERVICES**  
**For Loudon County School District**  
**Voice Business Lines, Hosted VoIP, Cellular,**  
**Internet Access and WAN Services**  
**Bid No. 2016-357**  
**Opening Date: January 6, 2016**  
**Time: 3:00 PM**

LOUDON COUNTY SCHOOL DISTRICT IS SOLICITING SEALED BIDS FOR COMMUNICATION SERVICES THAT INCLUDE VOICE BUSINESS LINES, HOSTED VoIP, CELLULAR, INTERNET ACCESS, AND WAN SERVICES. BIDDER MUST BE AN AUTHORIZED E-RATE PROVIDER. BIDDERS MUST AGREE TO PARTICIPATE IN THE E-RATE PROGRAM AS OUTLINED IN THE FOLLOWING. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED.

SUBMISSION OF YOUR BID MUST BE IN A **SEALED** ENVELOPE AND MARKED "**COMMUNICATION SERVICES**" USING THE BID ENVELOPE COVER FORM AND ATTACH TO THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD, SUITE 110, LOUDON, TENNESSEE 37774.

LOUDON COUNTY **DOES NOT ACCEPT** ELECTRONICALLY TRANSMITTED BID RESPONSES. BID RESPONSES SENT VIA EMAIL OR FAX WILL **NOT BE ACCEPTED**.

BIDS TOTALING \$25,000 OR MORE REQUIRE THE BIDDER TO HAVE A VALID/ACTIVE TENNESSEE STATE CONTRACTOR'S LICENSE. THE STATE LICENSE NUMBER, CLASSIFICATION, AND EXPIRATION DATE MUST BE SUBMITTED ON THE ENCLOSED BID ENVELOPE FORM AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE.

BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE BIDS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. BID RESPONSES MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE BID SHOULD BE DIRECTED TO SUSAN HUSKEY AT [HUSKEYS@LOUDONCOUNTY-TN.GOV](mailto:HUSKEYS@LOUDONCOUNTY-TN.GOV) OR 865-458-4663 X102, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM

**Loudon County Government Request for Bid**

**COMMUNICATON SERVICES  
For Loudon County School District  
Voice Business Lines, Hosted VoIP, Cellular,  
Internet Access and WAN Services**

**Bid No. 2016-357  
Opening Date: January 6, 2016 – 3:00 PM**

**VENDOR INFORMATION**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

TN State License Number (if applicable) \_\_\_\_\_ Expiration Date \_\_\_\_\_

EIN Number \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Contact Person's Email Address \_\_\_\_\_

Authorized By: (Please print) \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

Do you Accept the Terms and Conditions of the bid? Yes \_\_\_\_\_ No \_\_\_\_\_

With Exceptions? \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 1080 of 2008, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an Employer of five (5) or more employees contracting with \_\_\_\_\_ County Government to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
- 3. The company is in compliance with T.C.A § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BID ENVELOPE FORM**  
(Use if applicable)

Name Of Project: Communication Services  
Bid Number 2016-357

Sealed Proposals will be received by:

Loudon County Purchasing Office  
100 River Road, Suite 110  
Loudon, TN 27774

Until: January 6, 2016 at 3:00 PM Local Time

**COMPLETE ALL BLANKS!**

**NAME OF FIRM** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TENNESSEE CONTRACTORS LICENSE NUMBER** \_\_\_\_\_

**LICENSE CLASSIFICATION – applicable to this project** \_\_\_\_\_

**LICENSE EXPIRATION DATE** \_\_\_\_\_

**LOCAL BUSINESS LICENSE NUMBER** \_\_\_\_\_ **EXPIRATION DATE** \_\_\_\_\_

**LIST ANY SUBCONTRACTORS, CONTRACTOR'S CLASSIFICATION, LICENSE NUMBER AND EXPIRATION DATE (if applicable).**

<u>Sub-Contractor Name</u>	<u>Classification</u>	<u>License Number</u>	<u>Expiration Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SIGNED BY:** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**Bidder acknowledges by his/her signature that he/she has received, read, and understands the bidding documents and his/her bid is made in accordance therewith.**

## Loudon County Government Request for Bid

### COMMUNICATON SERVICES For Loudon County School District Voice Business Lines, Hosted VoIP, Cellular, Internet Access and WAN Services

**Bid No. 2016-357**

**Opening Date: January 6, 2016 – 3:00 PM**

#### SECTION 1 GENERAL TERMS AND CONDITIONS

1. **ADDITIONAL INFORMATION:** ALL requests for additional information *must* be routed to the Loudon County Purchasing Office, Susan Huskey at HuskeyS@loudoncounty-tn.gov.
2. **BIDDER'S QUALIFICATIONS:** Bidders must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
3. **CONFLICT OF INTEREST:** Vendor, by submitting a signed bid, certify that *no gratuity of any kind and no part* of the total contract amount provided herein shall be *paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.* A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor or subcontractor under County contracts.
4. **CRIMINAL HISTORY BACKGROUND CHECK:** Any successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
5. **DRUG-FREE WORKPLACE:** It is the policy of Loudon County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while on duty is also strictly prohibited.

If a Contractor for construction services has five or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated and shall provide the attached Drug-Free Workplace affidavit. Failure to submit the affidavit will result in the disqualification of you bid.

6. **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bidder, is thereby disqualified from submitting a sub-Bid or quoting prices to other Bidders.
7. **NON-DISCRIMINATION:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of,

or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

8. **INFORMED BIDDER:** Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error.
9. **INSURANCE:** By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid. The successful Vendor shall obtain and keep in force for the term of the contract or services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.
  - A. General Liability: \$1,000,000.00 per occurrence - \$2,000,000.00 General Aggregate
  - B. Worker's Compensation and Employer's Liability in the amount of \$1,000,000.00
  - C. Comprehensive Automobile Liability minimum limits of \$1,000,000.00
10. **MULTIPLE BIDS:** Loudon County will consider multiple bids that meet specifications.
11. **DELIVERY:** Loudon County requires that vendors deliver all products "free on board" to the final destination
12. **DESCRIPTIVE LITERATURE:** Vendors shall clearly identify the manufacturer and the part number for goods. Vendors are also to provide descriptive literature if warranted
13. **NEW MATERIAL:** Remanufactured or refurbished equipment will not be accepted for this bid if applicable. Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Materials include but are not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.
14. **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of 30 days be required to process invoices for payment.
15. **REQUEST FOR CLARIFICATION:** The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost bid.
16. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire request for bid packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for bid opening. The County will make modifications, if needed, and issue a written revision and will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.

The failure of a specific bidder to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy.

17. **SIGNING OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
18. **SUBCONTRACTING:** Loudon County will award this bid to one vendor. The successful vendor may not assign or subcontract the “award agreement”, its obligations or rights” hereunder to any party without the written consent of Loudon County Purchasing Agent. If the bid includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.
19. **SUBMISSION OF BID:** Loudon County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road, Suite 110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope bid name. At the specified date and time, as noted on the front cover, bids will be opened and read aloud. Late bids will not be accepted.
20. **TAXES:** Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
21. **TITLE VI OF THE CIVIL RIGHTS ACT:** It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – “Nondiscrimination in Federally Assisted Programs” – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.

1. **APPROPRIATION:** In the event no funds are appropriated by Loudon County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
2. **AWARD:** Loudon County intends to award this contract to the responsible Bidder or multiple Bidders whose bid is most advantageous to the Loudon County School District, taking into consideration price and the other factors set forth in this RFB. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Bid at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
3. **AWARD PROTEST PROCEDURE:** Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.
4. **CHILD LABOR:** Contractor agrees that no products or services will be provided or used under this Contract, which have been manufactured or assembled by child labor.
5. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFB the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
6. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of

contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

7. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
8. **IDEMNIFY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against:
  - a. Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and
  - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

9. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
10. **MODIFICATIONS OR AMENDMENTS:** This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
11. **POSTPONEMENT:** The County reserves the right to postpone the opening of any bid under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.
12. **REJECTION OF BIDS:** Loudon County reserves the right to reject any bid, all bids, or any part of a bid. The County shall reject any bid that is determined to be non-responsive. The County also reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
13. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

14. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
15. **TERMINATION:** Loudon County may terminate this agreement with or without cause at any time with thirty-day (30) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
16. **WAIVING OF INFORMALITIES:** Loudon County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining bid requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
17. **WARRANTY:** Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, and bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III STATEMENT OF WORK**

**General Requirements:** Bidder must be an Authorized E-rate Provider and appear in the database maintained by the Schools and Libraries Division of the Universal Service Administration Corporation. Bidder must agree to participate in the E-Rate Program for the corresponding funding year and do the following: 1) have a valid SPIN and include this SPIN on your response. 2) have a current Service Provider Annual Certification (SPAC) filed with the USAC by July 1 of the corresponding funding year, 3) provide Lowest Corresponding Price, and 4) comply with E-Rate gift rules.

Bidders responding to district issued RFP should clearly identify E-rate eligible and E-rate ineligible equipment and pricing.

All contracts awarded may be contingent upon E-Rate funding and final board approval unless otherwise noted. The applicant may choose to do all or part of the project upon funding notification.

Quantities stated in this document are approximate and final number may vary upon final request. Service is requested for nine schools and two Non-Instructional facilities. All contracts must allow for the addition of new schools opening and closings of schools.

**Compliance with all Applicable Regulations:** Bidder agrees and covenants that the company, its agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this contract.

The successful bidder (contractor) shall secure all necessary permits for the proper execution and completion of work. The contractor shall give all notices in compliance with all laws, ordinances, rules and regulations bearing on the conduct of the work. All work shall conform to all applicable federal, state and local regulations governing the same.

**Suspension and Debarments:** Persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program. The Federal Communications Commission (FCC) Suspension and Debarment regulations were announced in the Second Report and Order and Further Notice of Proposed Rulemaking (FCC 03-101 released April 30, 2003.)

**No Contact Policy:** After the date the vendor receives this proposal, any contact initiated by any bidder with Loudon County representatives, other than the Purchasing Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

**District Obligation to Proceed with Services/Project:** The Loudon County School District is not obligated to award any or part of these services/project and reserves the right not to award any or part of this bid solicitation.

**E-RATE Discounts and Invoicing:** By submitting a proposal, the proposer indicates that they are familiar with the USAC invoicing and payment systems and is prepared to invoice USAC for up to 90% of the payment for products or services provided through the E-rate program.

**Bidder Qualification Information:** Bidders must provide information that documents your firm’s ability to provide the requested services sufficient to evaluate the Evaluation Criteria noted below. Failure to provide this information could result in the disqualification of your bid response. Please include the minimum following information:

- Qualifications to produce the required outcomes, including ability, capacity, skill and financial strength.
- Available Service Provided
- Prior Experience – Provide a listing of previous commercial customers during the past three (3) years for services/work of similar size and scope.
- References - Provide a list of five (5) references including name of account or agency, complete addresses, phone numbers and point of contact.
- Personnel Qualifications
- Partnerships – all current partnerships, memberships, or alliances involving your company related to the sale, distribution, or development of telecommunications products or services, data communications products or services, or any other pertinent affiliations.

**Evaluation Criteria**

- Price – 35 points
- Prior Experience – 20 points
- Personnel Qualifications – 10 points
- Responsiveness – 15
- Technical Merit – 20 points

**Voice Service**

The school district is seeking bids for local and long distance service. A single service provider may bid these or service provider may choose to bid for only local or only long distance service.

Basic business lines used primarily for alarms and faxes. Quantity – Approximately 34

Hosted VoIP – This request is for Hosted VoIP service only. Service must be compatible with existing Polycom telephone sets. Please provide options for multi-year contracts.

Below is current inventory. Note that quantities may change with final request.

School	Address	Number of Administration Phones	Number of Classroom, other type phones	Number of Analog Lines
Highland Park Elementary	4404 Hwy 11 East Lenoir City, TN 37772	5	30	1
Loudon County Technology Center	4380 Harrison Road Lenoir City, TN 37771	15	6	1
Loudon High School	1039 Mulberry Street Loudon, TN 37774	9	56	1
Ft. Loudoun Middle	1083 Mulberry Street Loudon, TN 37774	6	38	1
Steekee Elementary	4500 Steekee School Loudon, TN 37774	4	25	1
Philadelphia Elementary	300 Spring Street Philadelphia, TN 37846	9	37	1

North Middle School	421 Hickory Creek Rd. Lenoir City, TN 37771	8	54	1
Eaton Elementary	423 Hickory Creek Rd. Lenoir City, TN 37771	6	53	1
Greenback School	6945 Morganton Rd. Greenback, TN 37742	11	58	1
Loudon Elementary	2175 Roberts Rd. Loudon, TN 37774	6	51	1
Central Office	100 River Road Loudon, TN 37774	18	3	1

**Additional Information:**

We have the following:

- PoE switches at each location
- Cat 6 cabling
- Auto attendant at each site
- Interface to paging/intercom equipment
- E911 service
- IP-based fax solution – 13
- Hunt groups

All lines require voicemail. Please quote voice mail as separate service since it is ineligible for E-rate support.

**Cell Service**

Request is for service for approximately 41 devices. Of these 41, all have data plans. Service provider is requested to propose a variety of voice, text and data plans. Service provider MUST provide cost allocation on all ineligible texting and data plans.

**Requirements for Internet Access and WAN proposals**

The Loudon County School District has set forth requirements for all potential bidders. Compliance with these requirements is necessary so that we can conduct an equal, open, and fair competitive bidding process. A service provider may be disqualified if not all requirements are met.

The school district has limited support resources and therefore, we prefer, a single provider to provide these services to all schools and NIF's in the district.

Service providers must include ALL costs for components required to implement these services. These costs include but are not limited to special construction, installation, maintenance, non-recurring and monthly recurring costs.

**Construction and installation cost totaling \$25,000 or more would require the Bidder to have a valid/active Tennessee State Contractor's license at the time of bid submission and during the construction/installation phase. The State License number must be submitted on the enclosed Bid Envelope Form included in this bid request if applicable.**

If the service provider determines that any construction, installation of equipment, etc. is required to provide the desired services, this work must be completed by June 1, 2016 to ensure service is ready for turn up by July 1, 2016.

Service provider must also provide an estimate of any applicable taxes, miscellaneous fees and surcharges that will be added to the final bill.

There must be stated language in a contract that bandwidth may be increased within the term of the contract upon annual review. The contract should also allow for price reductions should market conditions warrant such a reduction. Special construction costs required to provide the bandwidth increases must be included. Service provider must include process and personnel to address service issues, outages, etc. We also request service level objectives including but not limited to network availability, mean time to repair,

etc.

The school district is seeking a multi-year contract or contract with voluntary extensions. Please provide options for terms and explicitly state if voluntary extensions are allowed.

### **Internet Access**

The Loudon County School District is seeking bids for fully managed Internet Access including firewall service. The demarcation point is located at the Loudon County Technology Center – 4380 Harrison Road, Lenoir City, TN

Bandwidth required is a minimum of 500 Mbps. Provide incremental pricing up to 5 Gbps. Specified bandwidth speeds must be both incoming and outgoing. Indicate if bandwidth is fixed or burstable. The school district desires burstable bandwidth options above contracted bandwidth during peak testing times.

There must be stated language in a contract that bandwidth may be increased within the term of the contract upon annual review. The contract should also allow for price reductions should market conditions warrant such a reduction.

The Loudon County School District also requires Internet filtering with the following features:

- Authorized Override functionality and online administration
- Complete online, real-time control of category selection and blacklists and whitelists
- Reporting Features
- HTTPS filtering
- Private IP address and user visibility

### **WAN Service**

The Loudon County School District is seeking bids for fully managed lit fiber service to provide a Wide Area Network.

The hub is located at the Loudon County Technology Center – 4380 Harrison Road, Lenoir City, TN.

Responses must include all configuration and installation information by entity (school or NIF) location.

Minimum bandwidth to be quoted is 1 Gbps. Please provide incremental bandwidth up to 2 Gbps.

<b>School</b>	<b>Address</b>	<b>Min Bandwidth</b>	<b>Max. Bandwidth</b>	<b>Quantity</b>
Highland Park Elementary	4404 Hwy 11 East Lenoir City, TN 37772	1 Gbps	2 Gbps	1
Loudon County Technology Center	4380 Harrison Road Lenoir City, TN 37771	1 Gbps	2 Gbps	3
Loudon High School	1039 Mulberry Street Loudon, TN 37774	1 Gbps	2 Gbps	1
Ft. Loudoun Middle	1083 Mulberry Street Loudon, TN 37774	1 Gbps	2 Gbps	1
Steekee Elementary	4500 Steekee School Loudon, TN 37774	1 Gbps	2 Gbps	1
Philadelphia Elementary	300 Spring Street Philadelphia, TN 37846	1 Gbps	2 Gbps	1
North Middle School	421 Hickory Creek Rd. Lenoir City, TN 37771	1 Gbps	2 Gbps	1
Eaton Elementary	423 Hickory Creek Rd. Lenoir City, TN 37771	1 Gbps	2 Gbps	1
Greenback School	6945 Morganton Rd. Greenback, TN 37742	1 Gbps	2 Gbps	1
Loudon Elementary	2175 Roberts Rd. Loudon, TN 37774	1 Gbps	2 Gbps	1
Central Office	100 River Road Loudon, TN 37774	1 Gbps	2 Gbps	1

