

Bid # 017-PP04
On-Site Service For Telephone Equipment
Specifications

1.0 SCOPE OF WORK

- 1.1 This bid is for on-site service for maintenance and repair, and for adds, moves, and changes of various items of telephone equipment for Miami-Dade County Public Schools (M-DCPS). On-site service includes, but is not limited to, repairs, adds, moves, and changes of analog, hybrid, and digital telephone sets, speaker-phones, digital displays attached to sets, terminals used for system administration, headsets, public address systems and speakers attached to telephone systems, digital key systems, hybrid and digital PBX systems, voice-mail systems, DSU/CSU interface units, telephone system battery plants, battery backup systems, copper wiring and fiber optic wiring, patch panels, connectors, protectors and all ancillary equipment and/or peripherals.
- 1.2 This bid will establish a contract for on-site service, at firm unit prices per Flat-Rate Service Call and Time and Material costs for maintenance and repair and for Time and Material costs for equipment on adds, moves, and changes. The equipment is located in approximately 450 locations in Miami-Dade County, Florida. Please reference an inventory list of equipment by manufacturer in Attachment "A".
- 1.3 The term of this contract will be for two years with the option to extend for an additional three (3) one-year periods. For pricing information see Special Condition #3.
- 1.4 Bidders are required to use the attached price sheet in submitting their bid. The following are requested: unit price per Flat Rate Service Call and the Bidder's Catalog on hardcopy and/or disk with material and time cost per item. The bidder's catalog must contain the station wiring items as specified on the price sheet with their respective M-DCPS number. Copy of the catalog must be provided additionally on CD or Jump Drive in an excel format.
 - 1.4.1.1 The Flat-Rate Service Call charge per manufacturer of equipment must include Time and Material costs and all other charges necessary to restore each item to proper operation as specified by the manufacturer. Service will include system and feature programming as requested.
 - 1.4.1.2 The Time and Material cost will be used for adds, moves, and changes and repairs and is intended to cover work from the telephone system location to and including the station jack. See definitions in Section 3.0.
 - 1.4.1.3 The bidder's catalog must include for each item at least these elements: a unique identification number (Manufacturer's ID number preferred), a description, the material cost, and installation cost if applicable. It is preferred that the bidders catalog include a picture of the items. Also, include the bidder's catalog time cost for overtime and holidays. The bidder's holiday schedule must be included. The station wiring items identified on the price sheet must be included in the bidder's catalog. The catalog of materials will be used for adds, moves, and changes. The catalog must be kept current with new products, electronically, during the term of the contract and must clearly state the terms and conditions for use of the catalog. Notification of deletions and/or additions to the catalog must be given 30 days prior to the change and submitted to Procurement Management Services with a copy to Contract and Financial Services.

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- 1.5 It is the intent of M-DCPS that the purchase of additional telephone systems and components may be limited to those manufactures represented on the State of Florida Contract. M-DCPS reserves the right to make these purchases from bidders providing unit price per Flat-Rate Service Call. To facilitate the purchases, bidders are encouraged to include in their catalog the components, prices and discounts of all items required to assemble various types of PBX and Key-Hybrid systems and all ancillary equipment and associated peripherals.

2.0 EVALUATION AND AWARD

- 2.1 ITS will develop a pricing matrix for the most common types of Time and Material work for repairs, adds, moves, and changes, using the bidder's catalogs and time charges. Based on the matrix, and the cost per Flat-Rate Service Call, for maintenance and repair, an award will be made to up to ten (10) lowest responsive bidders per manufacturer, for Key-Hybrid and PBX.
- 2.2 Award of a contract will be construed as M-DCPS' acceptance of the successful bidders' catalogs.

3.0 DEFINITIONS

- 3.1 Manufacturer Certified: A technician who is manufacturer certified and has documented proof of certification on the equipment they are servicing. The certification must be issued by the manufacturer or from a company approved by the manufacturer.
- 3.2 Response: When a qualified technician begins remote diagnostics or is on site within periods specified in Sections 9.1 through 9.2.
- 3.3 Work: All of the engineering, design, workmanship, labor, transportation, materials, apparatus, structures, supplies and equipment and any other service required for successful completion of performance by the Contractor(s).
- 3.4 Time Cost: All labor, engineering, design, workmanship, system programming, feature programming and transportation needed for set-up, installation, or repair, quoted in dollars per hour (\$/hr.). **Miami-Dade County Public Schools WILL NOT pay for related travel time.**
- 3.5 Material Cost: The items individually specified in the catalog; all apparatus, structures, supplies and equipment, including delivery to the site.
- 3.6 Flat-Rate Service Call: Flat-Rate Service Call charges will include all time (including travel time) and material costs, and will be paid at the awarded unit prices for troubles that occur from the usual and normal operation of the systems, including normal wear and tear. This includes all hardware, software and associated applications, ancillary equipment and peripherals.

Work not included in a Flat-Rate Service Call: Adds, moves, and changes are not a Flat-Rate Service Call and are referred to as Time and Material. Damages, defects, malfunctions or service failures caused by: (a) M-DCPS's modifications of the systems; (b) M-DCPS's abuse, misuse or negligent acts; and (c) lightning, fire, flood, accident, actions of a third party or other events outside the manufacturer's or the contractor's control are not a Flat-Rate Service Call. Work that is not a Flat-Rate Service Call will be priced on a Time and Material basis and be in accordance with the pricing catalog submitted. No work will be done without prior authorization by ITS as stipulated in Sections 6.0 and 7.0.

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- 3.7 Contractor: A company that is awarded the bid.
- 3.9 M-DCPS Property Control Number: This is a number used by M-DCPS to track inventory. The number may be attached by a label or etched on the item.

4.0 BIDDER'S QUALIFICATIONS

- 4.1 Bidders must have an established business providing service to users in the contiguous United States, with a minimum total customer base of 50 Digital PBX, and 200 Digital Key-Hybrid/PBX systems, their associated telephone sets, administration terminals and all ancillary equipment, and voice mail systems, in the contiguous United States, with verifiable direct manufacturers relationship (not through intermediaries), or be an established firm which has done business with M-DCPS for at least seven (7) years.
- 4.2 Bidders must have technicians who are manufacturer certified and experienced in operation, administration, and trouble analysis of Digital and Hybrid PBX systems operating in a network connected through DS-1 circuits provided by the local exchange carrier. The experience must include networked digital PBX systems that carry both voice and data channels. Proof of manufacturer certification must be submitted. A certified technician must be on-site during the accomplishment of awarded work under this contract. While on School Board property, the contractor is responsible for the conduct and actions of their technicians providing services to M-DCPS. M-DCPS has the right to have individuals barred from working on School Board property.
- 4.3 Bidders must provide proof of experience in their bid by submitting a list of four (4) of their largest customers and the quantity, approximate size (lines and trunks) and types of equipment presently being serviced for these customers. The names and telephone numbers of contact persons at each customer site must be submitted with the bid.
- 4.4 Bidders must provide the following additional information in their bid:
1. The number of technicians, with associated job descriptions, and other support persons on duty during the normal workweek and on weekends. Contact names and numbers for bidder, including, Sales, Project Management, Accounts Receivables and Customer Service.
 2. The extent of the technical training and years of experience of individual service personnel.
 3. The general types and quantities of spare parts available and their locations. This should include trunk and station circuit cards, common control circuit cards and crash kits, including the types of telephone sets.
 4. Explain the availability of remote diagnostics and alarm monitoring. Indicate if a dedicated 1FB line or any other type of connection is needed to provide the remote service.
 5. Explain the bidder's relationship to various manufacturers, specifically the relationships, if any, to Avaya.
 6. The location of the bidder(s) local repair facilities.
 7. Bidders must indicate what percentage their local workload would increase in the event they were awarded this bid.
 8. In order to be considered for this bid, the bidder(s) must have access to the following items from the manufacturers they are bidding, i.e.: Avaya.
 - a. Manufacturer training of service personnel.
 - b. Manufacturer return parts authorization.
 - c. Throughout the duration of this contract, the vendor shall possess, or have immediate access to all OEM registered software and be capable of providing support as required.
 - d. Manufacturer technical assistance services and products.

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5.0 CONTRACTOR'S RESPONSIBILITIES

- 5.1 It is understood and agreed that the contractor is solely responsible for all parts and labor provided by this contract. For any items purchased under this contract, while during the warranty period, all software and firmware enhancements; major and minor software, dot releases, patches and fixes, etc. exclusive of installation fees, shall be provided to the District at no additional cost. For items seven (7) years old or less, purchased prior to this contract or out of warranty on the new contract, all software and firmware enhancements; major and minor software, dot releases, patches and fixes, etc. exclusive of installation fees, shall be provided to the District at no charge. All software and firmware enhancements; major and minor software, dot releases, patches and fixes, etc. must be tested and approved by M-DCPS, ITS staff, prior to installation on M-DCPS equipment / systems and will be scheduled in coordination with ITS staff. Priorities will be given to updates critical to system functionality. Contractor must maintain support on all software, patches, fixes and dot releases for 5 years from the purchase date.
- 5.2 Contractor must maintain an inventory of spare parts for all equipment-covered under this contract and for its duration and applicable warranty period for items obtained throughout this contract. In the event a contract is awarded for only one of the manufacturers, then only spare parts for that particular manufacturer will be required.
- 5.3 Employees of the contractor must be technically competent, appropriately manufacturer's certified and trained, and physically able to perform the work. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County on a timely basis.
- 5.4 All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and a photograph of the employee. Employees without proper identification shall not be permitted to work on M-DCPS property.
- 5.5 The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers-engaged in any activities encompassed by this term bid are strictly forbidden from participating in any manner and form of interaction with students of Miami-Dade County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with M-DCPS performed under this term bid.
- 5.6 Employees of the contractor must cooperate with M-DCPS site personnel to minimize disruption to the school or site operations.
- 5.7 Contractor must maintain or have immediate access to a state of the art service shop with modern, high quality test equipment. Field technicians must be equipped with adequate tools and test equipment to perform on-site diagnostics and replacement of failed subassemblies such as circuit cards, power supplies, disk drives, telephone sets of various types, handsets and mounting cords, consoles, keyboards and various types of displays, all ancillary equipment and peripherals.
- 5.8 Contractor must provide, at the monthly service meeting held at ITS, with Contract and Financial Services and Infrastructure and Systems Support (ISS) staff, an updated list of their escalating chain of command with their associated telephone numbers. Contractor must provide emergency contacts and have a trained technician available 24 hours per day, every day of the year.

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- 5.9 Contractor will be responsible for the recording and distribution of the monthly service meeting minutes. The minutes must be in a Microsoft WORD format and emailed to a designee of M-DCPS within 10 working days of the meeting. Contractor must agree to meet, on a monthly basis and provide an electronic report in Microsoft Excel Spreadsheets, the format will be determined by M-DCPS Contract and Financial Services, and contains as a minimum, but is not limited to the following information:
- a. Number of major, minor and routine service calls per location per model and serial number of equipment.
 - b. Number of service calls per equipment serial number
 - c. Number of failures by generic type such as power supplies, hard disks, video cards, motherboards, etc.
 - d. Number of loaner equipment by location, model, PC numbers if applicable and serial number replaced.
 - e. Status and estimated completion date of removed equipment.
 - f. Average repair response time by priority.
 - g. Average repair resolution time by priority.
 - h. Number of repeat visits.
- 5.10 Contractor agrees to meet on site, at no cost to M-DCPS, with local exchange carrier and/or ISS staff to accomplish resolution of unresolved trouble calls at times and dates arranged by M-DCPS personnel.
- 5.11 Contractor must cooperate with M-DCPS personnel to record and manage the inventory of telephone instruments and switching equipment circuit packs. Items that are removed due to failure and replaced by like items must be recorded by its M-DCPS Property Control Number (PCN), manufacturer, item description, model number and serial number, if available. Any telephone equipment that is replaced, including telephone sets, must be reported to the ISS for inventory control. If there is no PCN, then model type and Serial Numbers (SN) should be used. If there is no SN, then manufacturer and model type should be used. If an on-site M-DCPS-owned part is used, to replace a failed part, the Contractor must provide a written report and a replacement part to M-DCPS as soon as possible not to exceed thirty (30) days. A copy of this report must be provided to ITS Network Support Help Desk. Inventory control must be a major factor in managing this contract. Identification of M-DCPS-owned and Contractor-owned parts will be a continuing process to prevent loss to either party.
- 5.12 The contractor must backup the existing operating system, applications and customer data software files prior to and upon successful performance of an add, move, change, repair or replacement of a failed system (i.e. PBX, Key system, voicemail, etc.). The backup must be stored at the contractor's place of business and must be provided electronically via e-mail or delivered on CD-ROM or Jump Drive to ISS within 24 business hours of the creation of the backup. Failure to conduct back-ups will result in the bidder having to restore the system at no cost to M-DCPS.
- 5.13 Any cost incurred by M-DCPS from the contractor requiring assistance from an outside contractor (e.g.; OEM) will be reimbursed to M-DCPS through procedures established by M-DCPS Budget and Fiscal Management.
- 5.14 A minimum 90-day warranty on parts and labor is required on all service work. In the event the manufacturer of the parts offers a longer warranty period, M-DCPS must receive the longer-term warranty. Refurbished parts may only be used when no new parts are available for the system. Documentation to this affect must be submitted to M-DCPS staff prior to their use for approval. Refurbished parts must have the same warranty as new parts.

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- 5.15 Invoices must be summarized for Flat-Rate Service Calls submitted for that period and contain, in addition to the standard contractor invoicing information, the following information for each service call:

- a. Contractor's reference number
- b. Service Call number
- c. M-DCPS site location name and number where service was performed. (See attachment C)
- d. Completion date
- e. Service Call cost

Attached to the invoice must be the original or a copy of the worksheet for each service call, containing the following information:

- a. Contractor's reference number.
- b. ITS Flat-Rate Service Call number
- c. M-DCPS site location name and number where service was performed (See attachment C)
- d. Site address where service was performed
- e. Contact at site
- f. Contact phone number
- g. Date/time call was placed
- h. Technician's name
- i. Date/time of visit (if applicable)
- j. Completion date
- k. Problem reported
- l. Cause of problem
- m. Problem resolution
- n. Extension Numbers (if applicable)
- o. List of parts used
- p. Service Call cost
- q. Legible signature and printed name of the person for whom the work was successfully completed. (NOT required for Remote Resolutions)
- r. For Remotely Fixed service calls, the worksheets must state that the service call was accomplished REMOTELY

Any information missing from the worksheet or invoice is cause for return of the invoice and worksheet to the contractor and may result in delay of payment.

- 5.16 In addition to the contractor's standard information, invoices for Time and Material work must contain the following information.

- a. Contractor's reference number
- b. M-DCPS site location name and number where service was performed. (See Attachment C)
- c. Completion date
- d. M-DCPS Authorization Number
- e. Invoice amount

Attached to the invoice must be the original or a copy of the worksheet containing the following information:

- a. Contractor's reference number
- b. M-DCPS site location name and number where service was performed (See Attachment C)
- c. Site address where service was performed
- d. Location's applicable E-Rate %
- e. Contact at site
- f. Contact phone number

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- g. Technician's name
- h. Date/time of visit (if applicable)
- i. Completion date
- j. Travel time (for informational purposes only)
- k. Time on site
- l. Parts and materials used as listed in contractor's catalogs
- m. M-DCPS Authorization Number
- n. Invoice amount
- o. **Legible signature and printed name of the person** for whom the work was successfully completed

Any information missing from the worksheet or invoice is cause for return of the invoice and worksheet to the contractor.

- 5.17 Concurrent with the contractor's normal billing cycle, the contractor will submit separately, the data contained in Sections 5.15 and 5.16, electronically in a spreadsheet format, compatible with Microsoft Excel for Windows. The format will be determined by M-DCPS Contract and Financial Services.
- 5.18 ITS considers that the use of remote diagnostics and remote alarm reporting will be included in the price per Flat-Rate or Time and Material Service Call charge. No payment will be made for these functions without a prior authorization number from ITS as stipulated in Section 6.0.
- 5.19 Contractor must adhere to manufacturer's and M-DCPS telephone software and hardware standards when replacing software/hardware. All replacements will be with manufacturer specific like items, which are equal or better in performance and capabilities and a vintage not older than that being replaced.
- 5.20 Contractor is fully responsible for replacement of all M-DCPS items used in performing service or which are removed from M-DCPS premises.
- 5.21 Contractor needs to provide a detailed plan for rapid replacement of systems that must be replaced due to a disaster. Bidders are requested to submit written documentation that details disaster recovery plans for this contract in their bid response. The plan is to account for immediate short-term temporary and permanent long-term service restoration measures that identify respective services capability and timelines for catastrophic failures at 25, 100 and 200 locations. Also, the plan is to identify what percentage of the resources allocated to the disaster recovery plan is dependent on outsourcing.
- 5.22 Contractor will maintain the confidentiality of passwords and security codes (i.e. administrative logins, TTI) at all times. ITS will maintain and distribute passwords and security codes in accordance with district standards and will provide passwords and security codes to contractor(s) on a need to know basis. ITS, may at its discretion, assign password and security codes maintenance responsibilities to contractor(s) at the Time and Material rate. Contractor(s) must provide written notification to the ISS upon termination, resignation or employment separation of contractor personnel who possesses knowledge of M-DCPS passwords and security codes. The written notification must occur within 8 hours and must identify which passwords and security codes are involved. The contractor will identify two (2) employees designated as point of contact for the distribution of passwords and security codes to additional contractor employees.
- 5.23 Contractor will maintain and provide to M-DCPS a current list of employees authorized to provide service under this contract. The contractor must provide a list of current employees to ITS at the monthly service meetings and whenever there is a change in staff that performs

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under this contract. The list must provide information as to the individuals' duties, responsibilities and knowledge of M-DCPS passwords.

- 5.24 At its discretion, M-DCPS reserves the right to request any and all equipment and/or parts, replaced for Flat-Rate Service Call requests that will be billed as Time and Materials.

6.0 PROCEDURE FOR FLAT-RATE SERVICE CALLS

The following procedures must be followed in handling Flat-Rate Service Calls from ITS:

1. The contractor must accept calls, emails or other electronic means of notification, as defined by M-DCPS ITS Network Support Help Desk.
2. A contractor receiving calls, emails or other electronic means of notification from an entity other than the M-DCPS ITS Network Support Help Desk must refer the caller to the M-DCPS ITS Network Support Help Desk.
3. The M-DCPS ITS Network Support Help Desk will assign each call a Service Call number.
4. The M-DCPS ITS Network Support Help Desk will give the contractor the following information:
 - a. Short description of the trouble
 - b. Contact person's name, the location name, number, address, and equipment needing service as confirmed by ISS staff
 - c. Phone number for the location and contact
 - d. The access hours at the location
 - e. Priority code for the service
 - f. M-DCPS Service Call number with priority codes are defined in Section 9
 - g. Manufacturer, model number and/or serial number provided by site contact
 - h. M-DCPS Network Support Help Desk callback phone number
5. When issuing a Service Call, the contractor must provide a reference number. The time for determining compliance with response time requirements of the bid will begin when the Service Call is issued to the contractor.
6. If the problem is not related to the equipment, the technician must call the M-DCPS ITS Network Support Help Desk prior to performing any work that may result in additional charges. An authorization number from the M-DCPS Network Support Help Desk must be obtained for any work not under a Flat-Rate Service Call and billed separately as Time and Material otherwise charges will not be paid.
7. When the problem is resolved and/or prior to leaving the site, the technician must call, email or by other electronic means, notify the M-DCPS ITS Network Support Help Desk and report the status of the problem and the method of problem resolution.
8. When problem is resolved "Remotely", the person performing said repair must call, email or by other electronic means, notify the M-DCPS ITS Network Support Help Desk informing them that the call is being worked remotely and report the status of the problem and the method of problem resolution.
9. When a problem cannot be resolved in the time specified in the bid, the contractor must call, email or notify by other electronic means, the M-DCPS ITS Network Support Help Desk and provide a problem update and an estimated time of completion.

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10. When the M-DCPS ITS Network Support Help Desk receives the call, email or other electronic communication, from the contractor that a Flat-Rate Service Call has been completed, this will be the time used for determining compliance with the bid for problem resolution time.
11. Any time services are provided the vendor shall ensure that the systems are left in an operable condition. The vendor shall document all performed services.

Stoppage of work:

M-DCPS reserves the right to stop work on any project if, in the opinion of the M-DCPS authorized representative or the Inspector;

1. Materials or work are not in conformance with the specifications, applicable codes, standards, specifications and/or accepted practices
 2. The vendor's activities results in damage to District Property
 3. The vendor's activities interfere with the normal operation of the facility or its program
 4. Vendor's personnel are not properly certified
- 6.1 Any other condition, situation, or circumstance which, in the opinion of the M-DCPS authorized representative or Inspector, would be a detriment to the best interests of the District if allowed to persist.
- 6.2 Inspection of Work:
M-DCPS reserves the right to inspect the vendor's work at any time to assure compliance with all terms and conditions of the contract. All work will be inspected pursuant to applicable codes as referenced within this document. If applicable, the vendor will provide M-DCPS with a written request for inspection at least forty-eight (48) hours prior to the requested inspection date. Vendor will have personnel present during the scheduled inspections.

7.0 PROCEDURES FOR TIME AND MATERIAL

- 7.1 The contractor will be provided with the following:
- A. Work Order detailing work being requested and include:
 - a. M-DCPS authorization number.
 - b. Short description of required task.
 - c. Location name, address and M-DCPS site number.
 - d. Contact person's name on site and at ITS.
 - e. Access hours to the work site.
 - B. Signed copy of Purchase Order if applicable (when equipment is being purchased).
- 7.2 If the Time and Material is for a repair call, procedures will be the same as for a Flat Rate Service call. If the Time and Material is for an add, move or change request the Contractor must provide:
- A. Electronic acknowledgement of receipt of M-DCPS request within 4 hours.
 - B. Assign due date within 24 hours. In the event the work requires deviation from the original request, the contractor's representative must secure written authorization to proceed with the modifications from the AMC department. In the event the request requires an estimate, the contractor will notify the AMC department in writing, and is required to provide the written estimate documentation within 48-hours.

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- C. Acknowledgement must include contractor's assigned reference number and due date.
- D. Vendor is to provide a weekly electronic Microsoft Excel document that provides detailed information (i.e. M-DCPS and contractor reference numbers, due date, status, etc.) on all requests that are presently acknowledged by the contractor.

7.3 When complete/AMC, the contractor will:

- A. Notify ITS of successful completion and customer satisfaction notice.
- B. All work must be completed as specified in the contract.

8.0 HOURS OF ON-SITE MAINTENANCE AVAILABILITY

Site availability varies by location and may include operation between 4:00 a.m. through 11:00 p.m., Monday through Friday, or as agreed to. The District's 995 network operates on a 24/7 basis and bidders may be required to provide support. Vendor shall not impede nor interfere with the normal function of the facility, its occupants or its programs.

9.0 PRIORITIES FOR SERVICE

9.1 The contractor must provide a single point of contact and a local or toll-free line to that contact and a backup for Emergency Service Calls (P1) to be placed. Emergency Service Calls must be given immediate attention and the service must occur before any other Service Calls not already in progress. The M-DCPS ITS Network Support Help Desk must be given a status update and a technician must respond and if necessary, have remote access or, be on site within two (2) hours of the initial Emergency Service Call. Service must be restored within six (6) normal operating hours of impacted site. The following situations shall be considered Emergencies:

- a. System cannot make outgoing calls
- b. System cannot receive incoming calls
- c. System operating in power failure mode
- d. Failure of PBX console
- e. Failure of a telephone set used as a console
- f. Failure of school principal or site manager phone
- g. Failure of 20% or more of trunk circuits
- h. Failure of 20% or more of stations/extensions
- i. Failure of the networking function of the 995 network
- j. Emergency failure of a voice-mail system as determined by M-DCPS at the time of service call
- k. Other failures as determined by M-DCPS (e.g. Loss of line in School Security Office)

9.2 Service Calls that are not an emergency will be considered routine. Routine Service Calls (P2) must be serviced after the Emergency Service Calls. A technician must respond by remote access or on-site within eight (8) work hours. Service must be restored within sixteen (16) work hours.

10.0 EQUIPMENT REPLACEMENT

10.1 It is intended that failed single-line telephone sets (type 500/2500); handsets and mounting cords will be replaced by ITS resources and will not result in any Service Calls to the contractor.

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- 10.2 For Avaya equipment, the contractor(s) are required to be an authorized distributor of the manufacturer's systems and associated components of the systems. This includes all replaceable subassemblies such as circuit cards, power supplies, disk drives, UPS systems, and all parts necessary to the normal functioning of the systems. The contractor(s) must also present a letter from Avaya stating they are in good standing and what products they are authorized to support.

11.0 TRAINING

- 11.1 Training classes covering system user operation shall be conducted by the vendor if requested by the M-DCPS authorized representative. Attendees shall be determined by individual site administrators.
- 11.2 Training classes covering system maintenance and administration shall be conducted by the vendor if requested by the M-DCPS authorized representative. Attendees shall be determined by M-DCPS authorized representative.
- 11.3 If such training is conducted, documentation of the training shall be provided by the vendor indicating the name of the trainer and the trainer's qualifications, the date of the training and a list of attendees. This documentation shall be placed in the system record logbook and a copy forwarded to the M-DCPS authorized representative.

12.0 FACILITY USE, CLEAN UP AND PROTECTION:

- 12.1 The vendor shall conform to all applicable OSHA, state and local regulations while performing work under this contract, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The vendor shall also insure that M-DCPS property is protected from damage and defacement resulting from the vendor's activities. Any such damage shall be corrected by the vendor at the vendor's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.
- 12.2 It is the responsibility of the vendor to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The vendor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.
- 12.3 Vendor, its employees and /or assigns shall not use M-DCPS restrooms, cafeteria, lounge, dumpsters, equipment, etc. without permission from the M-DCPS authorized representative. Under no circumstance can vendor, its employees and /or assigns use a student restroom.
- 12.4 Vendor's materials, equipment and tools that are not in use shall be stored in a secured location supplied by the vendor and approved by M-DCPS.
- 12.5 M-DCPS is not responsible for loss of tools, equipment or supplies.
- 12.6 Site shall be left in a "broom clean" condition upon completion of work.
- 12.7 Vendor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.

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- 12.8 Vendor shall not impede nor interfere with the normal function of the facility, its occupants or its programs.

13.0 CONTRACTOR (S) AND MANUFACTURER RELATIONSHIP

- 13.1 It is mandatory that the contractor(s) have full access to the manufacturers for any and all items that may be needed to repair and restore the telephone systems to full operation meeting the manufacturer's specifications.
- 13.2 It is mandatory that the contractor(s) have full access to the manufacturer's engineering and technical support. This should include publications, technical notes from the field, and hardware upgrade kits and data and system software.
- 13.3 It is mandatory that the contractor(s) have full access to the manufacturer's technician and administrator training and uses this training to insure that the contractor's staff maintains a current and high level of competency

14.0 REPORTING

- 14.1 Contractor(s) must agree to meet at ITS or ITS designated location within the Districts boundaries on a monthly basis and provide an electronic report in Microsoft Excel Spreadsheets, the format will be determined by M-DCPS Budget and Operational Services, that contains as a minimum but is not limited to the following information:
- a. Number of emergency, Time and Material and routine Service Calls per location
 - b. Number of failures by generic type such as wiring, sets, type of circuit card, user problems and system administration
 - c. Average repair response time by priority
 - d. Average repair resolution time by priority
 - e. Number of repeat visits
 - f. Additionally, an electronic summary, as defined by M-DCPS, will be submitted on a weekly basis to the Director of ISS

The purpose of the meeting will be to discuss adherence to the SLA's, project status, AMC's, upcoming projects, and challenges with representatives of Contract Financial Services, Network Support and Telecommunications/AMC, and Procurement Management.

15.0 ADDITIONAL WORK REQUESTED OF THE CONTRACTOR (S)

The contractor(s) will be requested to perform adds, moves, and changes of telephone sets and other hardware / software and the administration of the system related to these activities. Materials will be priced in accordance with the catalog submitted by the bidder. See Section 1.4.

16.0 TERMINATION OF CONTRACT

The following terms and conditions will govern the termination of the contract and the contractor may be considered in default.

Should the contractor fail or neglect to perform the work properly and diligently in accord and compliance with the schedules agreed upon by M-DCPS, or if the quality of service does not meet the requirements of M-DCPS, or the contractor shall fail or refuse to perform any requirement or provision of the contract specified, then the Board shall notify the contractor in writing, listing the specific items to be performed and the time in which performance is to be accomplished. If the contractor does not perform within the time specified, the Board may immediately terminate the contract.

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17.0 ASSIGNMENT OF CONTRACT

The contractor may not assign their rights under this contract without the prior written approval of the Board. However, no assignment shall relieve the contractor of any of their obligations under this contract. The contractor may not assign or transfer their performance obligations under this contract to any other individual, firm or corporation.

18.0 NOTICE

Any notice or communication between M-DCPS and the contractor must be in writing and forwarded to the respective addresses that will be determined upon award of a contract.

19.0 NON-PERFORMANCE & NON-COMPLIANCE:

Contractor(s) will be notified in writing, listing the specific areas of non-compliance and/or non-performance. If these are not corrected within the time specified, CFS may, without prejudice to other remedies they may have, apply penalty fees and/or take over the assigned work or such portion thereof as may be in default, and correct and make good the deficiencies.

In such case, the cost thereof, including compensation for supplementary services and expenses made necessary by such default, neglect or failure, may be deducted from any amount due or to become due the Contractor(s) from M-DCPS. If payments then or thereafter due the Contractor(s) are not sufficient to cover such amounts, the Contractor(s) shall pay the difference to M-DCPS. Only one penalty will apply per trouble or AMC call.

The following situations are worthy of a NON-COMPLIANCE notification and penalty fee assessment:

<u>NON-COMPLIANCE</u>	<u>PENALTY FEE</u>
Late Response as defined in Section 9.0 emergency	\$100.00 per call
Late Response as defined in Section 9.0 non-emergency	\$50.00 per call
Inappropriate or inadequate parts inventory, tools, equipment, software resulting in non-compliance with the expected Emergency (P1) and Non Emergency (P2) service intervals as stipulated in section 9.0	\$100.00 per call
Damage to property, Sections 6.0 and 12.0	Repair costs as quoted by General Contractor and/or Vendor
Deficient and defective workmanship that is not handled in accordance and as specified, but not limited to section 5.0 (5.3, 5.7, 5.12 & 5.19) or that does not adhere to requirements in the bid's boiler plate/instructions to bidders with respect to applicable codes, regulations, etc.	\$100.00 per incident
Failure to Safe Guard Passwords and/or Security Codes, Section 5.0	\$500.00 per affected location

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----- **END OF SPECIFICATIONS** -----