

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. \_\_\_\_\_  
 Contract \_\_\_\_\_  
 Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES  NO  
 Requisition No./Project No.: RQET1600008   
 TERM OF CONTRACT 3 YEAR(S) WITH 0 1YEAR OTRs  
 Requisition /Project Title: Long Distance Telephone Services

Description:

The purpose of this solicitation is to establish a contract with an Inter-Exchange Carrier (IXC) for the purchase of IntraLATA, InterLATA, Interstate, Intrastate and International Long Distance Telephone Services, which will also include conference bridges and toll – free services for the Miami-Dade County's Private Branch Exchange (PBX) Centrex service and single line access locations. The successful bidder shall carry all long distance traffic including overflow in conjunction with the needs of Miami-Dade County's Information Technology Services Department (ITD).

Issuing Department: ITD   
 Contact Person: Santiago A. Pastoriza   
 Phone: 305-375-1084  
 Estimate Cost: \$925,000  
 Funding Source: Internal Service Funds

**ANALYSIS**

<b><u>Commodity Codes:</u></b> <u>91577</u>			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b><u>Contractor:</u></b>	<u>Paetec Communications</u>	<u>Paetec Communications</u>	<u>Paetec Communications</u>
<b><u>Small Business Enterprise:</u></b>			
<b><u>Contract Value:</u></b>	<u>\$ 860,000</u>	<u>\$ 334,612</u>	<u>\$ 379,600</u>
Comments: In order to be considered for award of this solicitation, Bidders must be certified by the State of Florida Public Service Commission (PSC) and must meet Federal FCC requirements to provide long distance service in Florida			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<b><u>RECOMMENDATIONS</u></b>			
	Set-aside	Sub-contractor goal	Bid preference
<b><u>SBE</u></b>			
<b><u>Basis of recommendation:</u></b> <u>See bid document</u>			

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract with an Inter-Exchange Carrier (IXC) for the purchase of IntraLATA, InterLATA, Interstate, Intrastate and International Long Distance Telephone Services, which will also include conference bridges and toll – free services for the Miami-Dade County's Private Branch Exchange (PBX) Centrex service and single line access locations. The successful bidder shall carry all long distance traffic including overflow in conjunction with the needs of Miami-Dade County's Information Technology Services Department (ITD).

**2.2 TERM OF CONTRACT**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Internal Services Department's Procurement Management Unit and contingent upon the completion and submittal of all required bid documents.

The contract shall remain in effect for thirty-six (36) months provided that the services rendered during the contract period are satisfactory and that county funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period. The contract shall expire on the last day of the last month of the contract term

**2.3 METHOD OF AWARD**

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed within the pricing sheet and whose offer represents the lowest price when all items in the pricing sheet are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

**2.4 MINIMUM QUALIFICATIONS**

In order to be considered for award of this solicitation, any vendor who submits a response must be certified by the State of Florida Public Service Commission (PSC) and must meet Federal FCC requirements to provide long distance service in Florida.

**2.5 CLIENT REFERENCES**

The County seeks to verify that the bidder has an established business relationship of two (2) years or greater with at least three (3) organizations, either in the private business or government sector, providing similar services as specified in Section 3.0. These references should be submitted within Attachment 1 of this document.

**2.6 PRICES**

Prices shall remain fixed and firm until the end of the thirty-six (36) month contract term, except where negotiations, special pricing, additional available discounts, or applicable credits would provide the County with more favorable rates, as mutually agreed upon.

Upon written request, but no more than once in any twelve (12) month rolling period, the County may request in writing that the Contractor conduct a review of the County's total purchases to determine whether the County is receiving, in the aggregate, rates, terms and conditions that are at least equal to those of similarly situated customers within the State of Florida. The factors that will be used to make this determination include: quantity of services, terms of services, billing level associated with the total combined services, geographic locations of services, mix of services and available facilities for the Contractor services. After such review, if the Contractor and the County agree upon revisions to the pricing schedule(s), an amendment to the contract will be created and mutually agreed upon by both parties via signature. By way of example and not limitation, such alternative may include changes in: recurring and/or non-recurring charges, revenue and/or volume commitments, discounts, one-time credits and terms and conditions of service subject to legal and regulatory considerations, including but not limited to Florida Statute 364, Telecommunications Companies. If the Contractor and the County mutually agree that the County's rates and terms and conditions are not equal to or better than those offered to a similar situated Contractor customer in the State of Florida but the Contractor and the County are unable to agree to revisions to the existing Pricing Schedule(s), the County may terminate services per Section 1.24 of this solicitation, Termination for Convenience.

#### **2.6.1 ADDITIONAL CHARGES AND TAXES**

Prices set forth in a Pricing Schedule are exclusive of all applicable nonexempt, surcharges, recovery fees, levies, and other similar charges (and any associated interest and penalties resulting from the County's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent the County provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent the County is required by law to withhold or deduct any applicable taxes from payments due to the Contractor, the County will use reasonable efforts to minimize any such taxes to the extent allowed by law or treaty, and the County will furnish the Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that the Contractor may claim any applicable credit. The County may request the Contractor shall furnish such evidence as may be reasonably required for determining the applicability of the additional levies.

#### **2.6.2 SURCHARGES AND REGULATORY PRICE ADJUSTMENTS**

The bidder's proposal pricing should not be subject to any service establishment charge, initial sign-up charge or any other charges including charges to change the existing service to the new IXC or tariff as applicable.

The Successful Bidder shall be responsible for the payment of all taxes and fees imposed by any local, state or federal government on the services provided by the successful bidder to the County. The only exception to this requirement is that the County will pay mandatory regulatory charges payable by the end user imposed by the Federal Communications Commission (FCC) or the Florida Public Service Commission (FPSC).

The bidder's proposal shall clearly specify all mandatory surcharges or taxes mandated by law that it proposes to pass on to the County. Any surcharges not stipulated in the bidder's proposal will not be paid

by the County, unless such mandatory surcharges or taxes were enacted by the FCC or FPSC subsequent to the response to this bid.

All prices shall be quoted as fixed flat rated prices. To the extent they include any external variable components (e.g., mandatory Florida PSC, FCC regulated fees, etc.), the Successful Bidder in its response to this solicitation shall detail the components. The Successful Bidder agrees to reduce the prices or rates containing such an external variable component when, at any time during the course of this contract, there is any decrease in the applicable external variable component which results in a reduction in its costs of providing any of the services requested herein. The Successful Bidder agrees to begin billing the County the new, lower price beginning on the first day of the first full month following the effective date of any such reduction, and to give the County a credit for the decreases in the Successful Bidder's costs resulting from such reductions in external variable components during the period between the effective date of said reduction and the change in billing. However, the Successful Bidder may not increase or pass through price increases resulting from increases in any external variable component unless such increase is mandated, i.e. required, by the Federal Communications Commission and/or the Florida Public Service Commission.

The Successful Bidder must provide the County with formal notification of any mandated increases and a detailed assessment of the impact on County government. The Successful Bidder shall provide the County with a monthly report listing all external variable components and their costs. Should the Successful Bidder fail to notify the County at any time when the applicable variable component decreases, the lower price will apply from the date when the Successful Bidder should have notified the County of the decrease in that external variable component, and the County is authorized to deduct such amounts from future billings.

## **2.7 METHOD AND TIME OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor. All invoices, or other documents reasonably required by the County, shall show the County's contract number or PO number where applicable. Invoices issued by the Contractor shall have a unique payment period or billing period by account designation. Where available, the Contractor agrees to provide invoicing in electronic form at no cost. This shall be considered a standard invoicing requirement by the County during the term of this contract. The Contractor will make a reasonable effort to inform the County as to the availability of electronic invoicing on new services being added to the contract when available. It is at the County's sole discretion, to provide written authorization to Contractor indicating an exception to this practice for new services being offered. Electronic invoicing shall also include all software or tools generally made available by Contractor for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. Contractor will quote the County any charges that may be incurred for additional e-billing capabilities. In accordance with Title. 47- Telecommunications, of the Code of Federal Regulations (C.F.R) Sections 64.2400 and 64.2401, the Contractor shall provide invoicing (billing) documents that are in compliance with the regulations as stated above. To help accomplish this objective, the Contractor will provide online resources. These basic online tools shall be provided at no cost to the County and for all authorized County User Departments. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance

with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The Contractor agrees to provide the County the time at which payment shall be due to small businesses shall be forty-five (45) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from forty-five (45) days after the due date at the rate of one percent (1 %) per month on the unpaid balance, which amounts will be included, on subsequent monthly Service invoices unless the Contractor has been otherwise notified in writing of a billing dispute by the County. Invoices and associated back-up documentation shall be submitted in duplicate, except where agreed provisions for electronic billing shall apply, by the Contractor to the County as follows:

Miami-Dade County  
Information Technology Department  
Budget & Accounting  
5680 SW 87th Ave  
Miami, FL 33182

Attention: Yinka Majekodunmi, Finance Manager  
Tel: (305) 596 8041  
Fax: (305) 596-7696  
E-Mail: [ymajeko@miamidade.gov](mailto:ymajeko@miamidade.gov)

## 2.8 MONTHLY BILLING

1. One Master Account with Sub-Accounts to mimic the current Local Service Provider account setup must be provided for billing purposes. A copy of the master account list with assignment of phone number to account will be supplied to the long distance provider upon request.
2. Billing must be provided on a monthly basis for services rendered to each County location. Additionally, the County shall hold the Contractor accountable for the accuracy and timeliness of all invoices, payments, credits and reports. If invoices, reports, credits and/or payments are consistently submitted inaccurately, late, or if they contain obvious and grievous errors on a consistent basis the County will provide the Contractor with a written warning. This notice will define the problem and set forth the desired resolution. If within ninety (90) days from the date of the written warning notice, the Contractor has not resolved the problem, then the Contractor may be subject to termination for default as outlined in Section 1.25 of this solicitation.
3. The Contractor also agrees to promptly review requests for adjustments and/or credits, and, where appropriate, to provide the County with said credits and adjustments within two (2) billing cycles of the resolution request. Failure to provide the County with said credit or adjustments in a timely manner the Contractor may be subject to termination for default as outlined in Section 1.25 of this solicitation.
4. The Contractor further agrees that it will not submit or "turn over" past due invoices of a County government entity to a credit bureau, collection agency or any other group except the County account team without the prior consent of ITD. Such approval may be on a case-by-case basis or as set forth in a procedure approved by ITD.

5. Monthly invoices shall be provided to the County in an electronic form at no cost. This shall be considered a standard invoicing requirement by the County during the term of this contract. The Contractor will make a reasonable effort to inform the County as to the availability of electronic invoicing on new services being added to the contract when available. It is at the County's sole discretion, to provide written authorization to Contractor indicating an exception to this practice for new services being offered. Electronic invoicing shall also include all software or tools generally made available by Contractor for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. Contractor will quote the County any charges that may be incurred for additional e-billing capabilities. Once format(s) are mutually agreed to by the County and the successful bidder, the County must be given six (6) months' notice prior to a major modification of the format and three (3) months prior to a minor modification of the format of this media. If such notice is not provided to the County, the successful bidder shall be fully liable for all costs incurred by the County in modifying programs, billing reports, invoice documents, etc. in order to be able to read and process data in the new format.
6. No "late charges" shall be assessed to the County for delays in payment for services.
7. Billing cycle must match the Local Service Provider's cycle. *(The present provider's cutoff date is the 10th of the month).*
8. The ITD Billing Section must receive paper invoices and the billing data within five to seven working days after the cut-off date.
9. Billing data must be accompanied by written transmittal summary indicating account number, current and past due charges.
10. Totals for records and the billing data must be equal regardless of the media format requested. (No timing differences)
11. After the contract award, face-to-face meetings to discuss and arrange for billing and data requirements included in this Billing Section of the solicitation document are mandatory.
12. All invoices shall contain the following basic information:
  - I. Vendor Information:
    - The name of the business organization as specified on the contract between Miami-Dade County and vendor
    - Date of Invoice
    - Invoice Number
    - Vendor's Federal Identification Number on file with Miami-Dade County
  - II. County Information:
    - Miami-Dade County Purchase Order
  - III. Pricing Information:
    - Unit price for services provided
    - Billing Date
    - Extended total price of the goods, services or property

- Tax Amount & Applicable discounts
- IV. Services Provided per Contract:
  - Originating telephone number
  - Originating date and time
  - Terminating phone number, city, state and county if applicable
  - Call Duration
- VI. Failure to Comply:
  - Failure to submit invoices in the prescribed manner will delay payment.

## 2.9 **BILLING DISPUTES: DELAYED BILLING; DISPUTED CHARGES**

The County will not be required to pay charges for Services invoiced more than 24 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If the County disputes a charge, the County will provide notice to the Contractor, specifically identifying the charge and the reason it is disputed within 24 months from the date the affected invoice was issued, or the County waives the right to dispute the charge, except to the extent applicable law or regulation otherwise requires. The Contractor and the County will use commercially reasonable efforts to identify and correct errors in a timely manner. Notwithstanding the foregoing, the County may seek repayment of any charges paid that are determined to be invalid as a result of an internal audit process performed at the discretion of the County. The County will pay Contractor all undisputed billed charges without deduction, set-off or delay, except where provisions of where existing State of Florida statutes or other legislation prevails. Consistent with CFR Section 64.2401, the Contractor agrees to provide reasonable assistance to the County in the proper identification of charges for services by 3rd party providers that may be the source of an identified billing dispute. Bona-fide disputes concerning invoices shall be addressed by the appropriate Contractor's billing dispute center pursuant to Contractor's established methods and procedures, after the dispute is referred to the billing dispute center by either the County or the County's account team. If the dispute cannot be resolved by the billing dispute center within 30 days from the referral to the billing dispute center, the dispute shall be escalated to the parties' representatives who can resolve such escalations. Payment of such disputed charges will not be considered overdue pending investigation by the Contractor. Bidders are required to provide the County with the contact information to the account representative who will handle billing disputes that are not resolved within 30 days

## 2.10 **REVIEW OF DOCUMENTS**

- a. Subject to the Contractor's reasonable security requirements, and not more than once every twelve (12) months, the County may, review the Contractor's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of the Contractor's invoices to the County. The County may employ such assistance as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of Contractor's proprietary information. Such reviews by County staff shall take place at a time and place agreed upon by the parties. The County's normal internal invoice reconciliation procedures shall not be considered a review of the Contractor's relevant billing records for purposes of this Article.
- b. The Contractor shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by the County in the form of a credit as soon as reasonably practicable under the circumstances.

- c. The Contractor shall cooperate in any County billing review, providing the Contractor billing records as reasonably necessary to verify the accuracy of the Contractor's invoices. The Contractor may redact from the billing records provided to the County any information that reveals the identity or non-public information of other customers of the Contractor or other confidential information of the Contractor that is not relevant to the purposes of the review.

MIAMI-DADE

### SECTION 3 – TECHNICAL SPECIFICATIONS

#### **3.1 INTRODUCTION**

Miami-Dade County, hereinafter referred to as the County, is soliciting bids from qualified Inter-exchange Carriers (IXC) to provide IntraLATA (a LATA is Local Access and Transport Area), InterLATA, Intrastate, Interstate and International long distance service, conference bridge service and toll-free service for the County's Private Branch Exchange (PBX), Centrex service and single line access locations. Part of the County's long distance traffic is carried by Windstream or AT&T at this time. This Solicitation requires an IXC (Inter-Exchange Carrier) to carry all long distance traffic including overflow. The successful bidder shall accept purchase orders from no source except the Information Technology Department (ITD), or a representative of another agency designated by ITD by written notice. Any orders entered by contract in violation hereof will be null and void and without liability for payment or otherwise against either the County or the individual entity involved.

#### **3.2 SERVICE PROFILE**

A profile of the present traffic for one year is provided in "Exhibit A". The County does not guarantee that this traffic will be the same in the future or for any other month nor does it guarantee any Minimum Annual Commitment (MAC). The County does not guarantee that any portion of this traffic will be to any particular country, place or area code.

The following long distance telephone services will be awarded by the County based on this Solicitation:

- IntraLATA telephone service (Within a LATA – a LATA is Local Access and Transport Area)
- InterLATA telephone service (Across a LATA or LATA's)
- Intrastate telephone service (Intrastate means within the state line)
- Interstate telephone service (Interstate means across state line or lines)
- International calling service

#### **3.3 NETWORK ACCESS**

The Successful Bidder shall provide the following long distance access options:

1. Switched outbound domestic and international long distance voice service from various County facilities.
2. Dedicated T-1 (or PRI, Primary Rate Interface) service for outbound long distance service from various County facilities with the following provisions:
  - The County reserves the right to provide its own originating or terminating access connections from its premises to successful bidder's premises.
  - The County may request flat rate dedicated outbound service for calls originating via dedicated T-1 (1.544 mbps) or higher speed links between a County owned switch and the carrier's point-of-presence (POP). The County may elect at its option to request dedicated T-1 or higher speed link capable of being partitioned to combine outbound, toll-free, private line and data traffic on the same "pipe" if the County elects to use the link for services other than for outbound long distance calling.

- If the County exercises this right by providing its own originating or terminating access connections and if County and Federal law, rule, order, policy or regulation permits successful bidder to avoid paying an originating or terminating facility access charge, then and in that event, the successful bidder will delete from its bill any cost for access charges to the extent that such charges are actually avoided and not currently prohibited by law, rule, regulation, or tariff and where such facilities provide the appropriate technical interface with successful bidder's equipment. This shall apply on a circuit basis or on a per minute basis, as applicable. Currently, such arrangements using alternate access facilities are not prohibited by law, rule, regulation or tariff. In the event a change in this status occurs, the County may withdraw, without penalty (including termination charges or any type of other costs), from this relationship upon ninety (90) day notice to successful bidder.
3. Long distance calling will be accomplished by dialing 1 + area code + phone number. Access codes will not be accepted unless otherwise requested by the County.

### 3.4 INTERFACE REQUIREMENTS

The Successful Bidder will be responsible for identifying and resolving any interface requirements necessary to connect to the long distance calling network. The County shall not incur any expenses in this regard.

The existing dedicated T1 sites are listed below:

Account Name	No. of Dedicated T1s	Site Address
Miami Dade County - ITD	2	111 NW 1 <sup>st</sup> St
Miami Dade County - ITD	3	5680 SW 87 <sup>th</sup> Ave
Miami Dade County - ICFB	1	11500 NW 25 <sup>th</sup> St
Miami Dade County – Steven P. Clark Center	2	111 NW 1 <sup>st</sup> St
Miami Dade County – S. Dade Gov't Center	2	10710 SW 211 <sup>th</sup> St
Miami Dade County – Building Dept.	2	11805 SW 26 <sup>th</sup> St
Miami Dade County – Justice Building (REG)	2	1351 NW 12 <sup>th</sup> St
Miami Dade County – Court House Center	2	175 NW 1 <sup>st</sup> Ave
Miami Dade County – Joseph Caleb Center	2	5400 NW 22 <sup>nd</sup> Ave
Miami Dade County – Solid Waste (MLK)	2	2525 NW 62 <sup>nd</sup> Ave
Miami Dade County – State Attorney	1	1350 NW 12 <sup>th</sup> Ave
Miami Dade County – Public Defender	1	1320 NW 12 <sup>th</sup> Ave
Miami Dade County – Water & Sewer	2	3071 SW 38 <sup>th</sup> Ave
Miami Dade County – Overtown I	1	701 NW 1 <sup>st</sup> Ct
Miami Dade County – PortMiami	1	905 S America Way
Miami Dade County – Police Headquarters	1	9105 SW 25 <sup>th</sup> St
Miami Dade County – Fire Rescue	1	9300 SW 41 <sup>st</sup> St
Miami Dade County – Aviation	2	4200 SW 36 <sup>th</sup> St

### 3.5 RATE INFORMATION

Rate information must be available at all times to caller through the operator, a toll free number, and website.

### 3.6 CALL BILLING

Call length shall be measured in 6-second increments of the partial use of the last called minute. Billing must begin when the called party goes off-hook (i.e. answer supervision must be available). Callers must not be billed for greater than the successful bidder's proposed rates and billing must be voided for incomplete calls.

### 3.7 RATES

The rates quoted in this bid shall not increase during the term of this contract. If conditions in the market place allow the successful bidder to lower their rates, then these lower rates may be offered to the County at any time during the term of the contract awarded as a result of this Solicitation. **The bidder agrees that the rate per minute that will be charged for calls to International cities that are not listed on the Bid Proposal form shall be the best rate that it charges municipalities of the same size and volume activity as Miami-Dade County for these calls.** In addition, the bidder agrees that if at any time the rates that it offers any of its municipal customers in the state of Florida are lower than those being charged to the County, the successful bidder shall offer to the County those same rates.

If the bidder offers Volume Discounts (based on the aggregate monthly billing of all charges to a subscriber), the bidder shall submit a matrix showing the discount percentages that will be offered to the County as they relate to the aggregate monthly billing charges.

#### 3.7.1 Rates for Additional Services

In addition to the specific rates per minute that are being requested by the County on the Bid Evaluation form, upon the County's request, the bidder(s) shall submit a copy of their other rates and fees, including service charges, time of day discounts, Special Access using T-1, Audio Conferencing, "800" type services, Internet Access, etc. Although the County is not awarding all of these services in connection with this solicitation, it may acquire any of these services at its option and convenience at a later time.

### 3.8 INTERNATIONAL CALLING

At a minimum, international calling must be available on an as needed basis, to all locations available through AT&T as outlined in the applicable rate table.

### 3.9 CALLING CARDS

On an as needed basis, calling cards shall be available in the denomination required for purposes such as domestic or foreign travel on County business.

At a minimum, the Local Service Provider calling card and the Bidder's own calling card should be accepted to complete calls. IXC (Inter-Exchange Carrier) calling cards must be provided at no cost to the County.

**3.10 TOLL FREE SERVICE**

The successful bidder will provide toll free numbers as required by the County on an as needed basis, for assignment to diverse County locations thus sparing callers that are calling from a toll LATA (Local Access and Transport Area) from incurring tolls for calls into these County locations.

**3.11 CONFERENCE BRIDGE**

The successful bidder will provide ad hoc conference bridge service on an as needed basis, allowing callers from several diverse locations to be connected together for a conference call. A main toll free number will be available to access the conference bridge service. Multiple conference bridge access numbers may be assigned thus allowing for the possibility of multiple conference bridges with a single chairperson id per Conference Bridge.

Dial-in numbers shall provide reliable local and international reach. Conferences shall allow up to 150-line callers having multiple language prompts and recording capabilities. Audio conferencing will be instant without need for reservation. Multi-level access codes for chairperson and callers to ensure conference security

**3.12 GRADE OF SERVICE**

The successful bidder warrants that the services provided under this Agreement will be a P.01 Busy Hour grade of service and will be provided and performed in accordance with all applicable standards of performance established by this Bid Solicitation, the Florida Public Service Commission and the Federal Communications Commission.

**3.13 FAILURE OF SERVICE**

If a major failure occurs, such as interruption of more than thirty percent (30%) of the services provided hereunder by successful bidder shall remain unavailable at any individual site, for a period in excess of four (4) continuous hours (unless attributable to an unavoidable delay as defined elsewhere in this Agreement), the County's remedies are as follows:

- It may initiate action to terminate this agreement for failure to maintain minimum services requirements.
- It may require the successful bidder to reimburse the County for that portion of unavoidable access charges which were incurred and paid by the County during the period of the service interruption.
- It may require the successful bidder to credit against future usage an amount equal to the difference between the actual cost of another vendor's services and the successful bidder's rate during the period of interruption over four (4) continuous hours until the services are restored or until an alternate substituted are in place. Additionally, if the substitute services become permanent, the successful bidder will be liable for the differences in cost between the successful bidder's services hereunder and the substituted vendors service for that period of time otherwise applicable under this agreement.
- Any outage which affects the County's basic ability to communicate will be reported promptly to the County, and an estimated time for restoring service will be given. The successful bidder will

also supply to the County a monthly report listing all outages, troubles, interruptions, etc., in a format approved by the County but containing, at the minimum, service involved by type, duration, location, and circuit number.

### **3.14 INSTALLATION DATE(S)/ACCEPTANCE**

The successful bidder agrees to have its initial services herein provided and available for utilization by the County within one hundred twenty (120) days contract is awarded. The time for installation is essential, and for any failure for reasons within its control to have the services herein provided available at the time specified, the successful bidder will be responsible for any costs accrued. The successful bidder warrants that all facilities required have been or will be ordered in a timely fashion, and as of the date of execution hereof, it knows of no matter within its control which would prevent availability of services within one hundred twenty (120) days from the contract award date.

The successful bidder agrees not to charge the County any conversion costs necessitated by the change from service provided by existing vendors to the service to be provided by the successful bidder without the prior approval and direction of ITD. The successful bidder shall identify all conversion costs in their response to the bid, and indicate which types of costs apply to each location.

The successful bidder further agrees that the normal installation interval for subsequent orders will not exceed five (5) calendar days from the receipt of the order for the service and fifteen (15) calendar days for dedicated T-1 service. Orders for service will be in the form of a communications service request (CSR) issued and authenticated by ITD or a purchase order from an agency designated by ITD.

Successful bidder will be required to provide the County the right, for thirty (30) days after the time of installation and notification to the County that the total, Countywide services herein provided for, are available for use, to terminate services, without termination charges or other liability, for any reason constituting a material breach hereof. In the event of such notification, the successful bidder must immediately correct the basis for the problem and complete any correction in not more than thirty (30) calendar days followed by a second and final full thirty (30) day acceptance period. At the end of said thirty (30) days, the services herein provided for shall be deemed accepted by the County in writing, certified mail, return receipt requested, unless notice is provided by the County to successful bidder also in writing, certified mail, return receipt requested, that this Agreement is being terminated due to a bona fide material breach of the Agreement. Local originating and terminating access charges will be billed from the date of Notice of Installation, but only following acceptance by the County

### **3.15 SECURITY FROM UNAUTHORIZED USE**

1. It is the County's intent to prevent criminal "hacking" of County owned business telephone systems and toll fraud. The County authorizes the Successful Bidder to immediately block detected or suspected toll fraud without prior notification or authorization from the County. When this happens, the successful bidder shall immediately provide the County with electronic mail notification that fraud has been detected or suspected. The Successful Bidder shall include detailed calling activity information with number(s) and usage records plus a toll free number to contact the vendor's Fraud Department. The block by of the suspected number shall remain until County completes an investigation and requests block to be removed

2. The County will hold the Successful Bidder responsible for any and all costs, charges, fraud, and/or security breaches for which it is responsible (e.g. by its own acts or omissions or those of its agents, employees, etc.), or that could have been prevented had the County been educated as to available preventive techniques pertinent to the specific telephone systems and services, including the network of Miami-Dade County.
3. The Successful Bidder in connection with its obligations above for preventive techniques, further agrees to provide ongoing security information at the same time new capabilities and features are added or within thirty (30) days of the event when new methods of breaching the current configuration become known. Ongoing security information shall be provided in both written form and in person, and shall delineate the changes, potential problems and recommended solutions. Furthermore, the Successful Bidder will be responsible for notifying the County through automatic SMTP messaging, otherwise automatic email of any potential fraud activity. The email detailing the fraud activity will be addressed to ITD; email addresses where to send potential fraud activity notifications will be forthcoming within the initial 60 days of contract award.
4. The County will hold the Successful Bidder responsible for any and all security breaches that could have been prevented had the County been educated as to preventive techniques such as secure-password administration, tracking and monitoring of long-distance services, and remote access restrictions. The Successful Bidder shall not be held responsible if a breach occurs after adequate instructions to avoid said breach have been provided in writing but ignored or changed by the County. If a security breach occurs, as a result of the circumstances described here above, Successful Bidder shall be responsible for the County's damages, including, but not limited to, reimbursement to the County for all accrued expenses or charges resulting from such conduct on the part of the Successful Bidder or any third party.
5. In the event of any dispute as to cause or responsibility hereunder, the burden shall be upon the Successful Bidder to prove by a preponderance of the evidence, that it is not at fault, or that it could not have prevented the occurrence through the measures and means herein set forth. Otherwise, it shall be presumed that the successful bidder is responsible.

In situations of calling card fraud, Successful Bidder will not hold the County responsible for fraud associated with unauthorized usage following the involuntary theft or loss of a card or card number when such usage was not intentionally facilitated or implicitly authorized by an authorized user. Successful Bidder will not be liable for fraud associated with unauthorized usage when such usage was initially permitted or facilitated by an authorized user or where an authorized user knew or in the exercise of reasonable care should have known, that the card was being used by a person(s) known to the authorized user but took no steps to notify the Successful Bidder of the unauthorized usage. In the event the Successful Bidder asserts that the County is responsible for any charges pursuant to this Section, the burden will be upon the Successful Bidder to prove by a preponderance of the evidence, that the circumstances set forth in this Section apply which relieve the Successful Bidder of its responsibilities to cover any losses or charges.

6. The Successful Bidder shall provide County use of Personal Identification Number (PIN) codes for access to long distance services to prevent unauthorized calls.

### 3.16 ACCOUNT MANAGER / FINANCE REPRESENTATIVE

The Successful Bidder agrees to provide at least one (1) full-time account manager to the County in order to provide support for long distance related issues, problems, due dates, billing, etc. The

Successful Bidder shall make said manager(s) available to visit County offices in a timely manner on the basis of a reasonable request to meet and discuss contract related issues. This service shall be provided at no additional expense to the County. Additionally, the Successful Bidder agrees to provide the County with a Finance representative who will be able to handle billing disputes that are not resolved within 30 days of notification to the Successful Bidder's billing dispute center.

