

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00323
Contract
 Re-Bid
 Other- Legacy
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQET1800017
 TERM OF CONTRACT 5 YEAR(S) WITH 0 1 YEAR 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 international and some domestic 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: 780,000

Funding Source: Internal Service Funds

ANALYSIS

Commodity Codes:	<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.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:	<u>Airespring, Inc.</u>			
Small Business Enterprise:				
Contract Value:	<u>925,000</u>			
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation: <u>See bid document</u>				
Signed: <u>Santiago A. Pastoriza</u>			Date sent to SBD: <u>08/09/2018</u>	
			Date returned to ISD Procurement: <u></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~~ 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 international and some domestic long-distance~~ long-distance traffic including overflow in conjunction with the needs of Miami-Dade County's Information Technology Services Department (ITD).

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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 ~~sixty months thirty-six~~ (360) 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 Bidder 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 Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

2.4 MINIMUM QUALIFICATIONS

In order to be considered for award of this solicitation, any Bidder who submits a response must be listed as a regulated telecommunication company on the State of Florida Public Service Commission (PSC) Master Commission Directory. This list is located on the PSC website, and the County will use it to verify Bidders ability to meet this qualification. Any Bidder who is not listed on the Master Commission Directory will be found non-responsible.

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2.5 CLIENT REFERENCES

Bidder shall provide references to demonstrate the Bidder is experienced and regularly engaged in providing long distance telephone services. Bidders must provide to three (3) references for which the Bidder has been providing services for two (2) years or greater. These references should be submitted within "Attachment 2."

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2.6 ACCOUNT MANAGER / FINANCE REPRESENTATIVE

The awarded 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 awarded 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 awarded Bidder agrees to provide the County with a Finance representative who will be able to handle billing disputes that are not resolved within 30 calendar days of notification to the successful Bidder's billing dispute center. The designated Account Manager and Finance Representative's contact information should be submitted in "Attachment 3".

2.7 PRICES

Prices shall remain fixed and firm until the end of the ~~thirty-sixty~~ (360) 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 in writing that the awarded Bidder 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 awarded Bidder's services. After such review, if the awarded Bidder 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 Statue 364, Telecommunications Companies. If the awarded Bidder 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 customer in the State of Florida but the awarded Bidder 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 the General Terms and Conditions, Termination for Convenience.

Miami International Airport (MIA) operations requires calling all over the world. The countries and duration of the calls made during the previous years were provided on Section 4 Part E. However, during the award period, if MIA should need to make a call to countries not listed on Part E, vendor must agree to charges for those calls equal or better than what they offer to a similarly situated customers in the State of Florida

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 awarded Bidder, 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 awarded Bidder with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that the awarded Bidder may claim any applicable credit. The County may request the awarded Bidder shall furnish such evidence as may be reasonably required for determining the applicability of the additional levies.

2.7.32 SURCHARGES AND REGULATORY PRICE ADJUSTMENTS

Bidders' pricing shall 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 awarded 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 awarded 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).

Bidders' pricing 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.), Bidders shall detail these components in its response to this solicitation.

The awarded Bidder agrees to reduce the prices or rates containing such an external variable component when, at any time during the course of the resultant 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 awarded 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 awarded 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 awarded 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 awarded Bidder must provide the County with formal notification of any mandated increases and a detailed assessment of the impact on County government. The awarded Bidder shall provide the County with a monthly report listing all external variable components and their costs. Should the awarded 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 awarded 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.

2.8 METHOD AND TIME OF PAYMENT

The awarded Bidder agrees that under the provisions of the resultant Contract, as reimbursement for those actual, reasonable and necessary costs incurred by the awarded Bidder, which are directly attributable or properly allocable to the Services. The County will pay for these expenses once it is mutually agreed that the expenses are attributed to the services provided. The awarded Bidder agrees to provide invoicing in electronic form at no cost to the County. This shall be considered a standard invoicing requirement by the County during the term of this contract. Invoices should be clearly organized and comply with Title. 47-Telecommunications, of the Code of Federal Regulations (C.F.R) Sections 64.2400 and 64.2401. The awarded Bidder 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 awarded Bidder indicating an exception to this practice for new services being offered. Electronic invoicing shall also include all software or tools generally made available by awarded Bidder for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. Awarded Bidder 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 awarded 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 awarded 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. Invoices and associated back-up documentation shall be submitted in duplicate, except where agreed provisions for electronic billing shall apply, by the Awarded Bidder to the County as follows:

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

Attention: Yinka Majekodunmi, ITD Administration Finance & Budget Manager
Tel: (305) ~~27596 7880~~241
Fax: (305) 596-7696
E-Mail: Neil.Singh@miamidade.gov, ymajeko@miamidade.gov

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2.9 MONTHLY BILLING

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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~~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 awarded Bidder 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 awarded Bidder with a written warning. This notice will define the problem and set forth the desired resolution. If within ninety (90) calendar days from the date of the written warning notice, the awarded Bidder has not resolved the problem, then the awarded Bidder may be subject to termination for default as outlined in Section 1.25 of the General Terms and Conditions.

3. The awarded Bidder shall 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 awarded may be subject to termination for default as outlined in Section 1.25 of the General Terms and Conditions.
4. The awarded Bidder shall 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. No "late charges" shall be assessed to the County for delays in payment for services.
6. Billing cycle must match the Local Service Provider's cycle. *(The present provider's cutoff date is the 10th of the month).*
7. The ITD Billing Section must receive electronic invoices and the billing data within five to seven working days after the cut-off date.
8. Billing data must be accompanied by written transmittal summary indicating account number, current and past due charges.
9. Totals for records and the billing data must be equal regardless of the media format requested. (No timing differences)
10. 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.

2.10 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 awarded Bidder, 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 awarded Bidder 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 awarded Bidder 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 awarded Bidder 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 awarded Bidder's billing dispute center pursuant to awarded Bidder'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 awarded Bidder.

2.11 REVIEW OF DOCUMENTS

- a. Subject to the awarded Bidder's reasonable security requirements, and not more than once every twelve (12) months, the County may, review the awarded Bidder's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of the awarded Bidder'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 awarded Bidder'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 awarded Bidder's relevant billing records for purposes of this Article.
- b. The awarded Bidder 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 awarded Bidder shall cooperate in any County billing review, providing the awarded Bidder billing records as reasonably necessary to verify the accuracy of the awarded Bidder's invoices. The awarded Bidder 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 awarded Bidder or other confidential information of the awarded Bidder that is not relevant to the purposes of the review.

2.12 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 awarded 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 awarded Bidder shall include detailed calling activity information with number(s) and usage records plus a ~~toll-free~~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 awarded 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 awarded 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) calendar 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 awarded 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 calendar days of contract award.

4. The County will hold the awarded 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 awarded 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, awarded 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 awarded Bidder or any third party.
5. In the event of any dispute as to cause or responsibility hereunder, the burden shall be upon the awarded 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, awarded 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. awarded 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 awarded 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 awarded Bidder of its responsibilities to cover any losses or charges.

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

2.13 EXEMPTION FROM CERTAIN CLAUSES

The following clause shall not apply:

- Section 1.21 (Insurance Requirements)

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, is soliciting bids from qualified Inter-exchangeExchange Carriers (IXC) to provide IntraLATA (a LATA is Local Access and Transport Area), InterLATA, Intrastate, Interstate and International ~~long-distance~~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~~long-distance traffic is carried by ~~Air Spring~~Windstream or AT&T at this time. This Solicitation requires an IXC (Inter-Exchange Carrier) to carry all ~~long-distance~~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. At this time, this only includes the County's Aviation, and Fire Rescue -AnyDepartments. 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 ~~Long-Distance minutes for the first five month of 2018 present traffic for one year~~ is provided in "Attachment 1". 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~~country, ~~place~~place, or area code.

The following ~~long-distance~~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 awarded Bidder shall provide the following ~~long-distance~~long-distance access options:

1. Switched outbound domestic and international ~~long-distance~~long-distance voice service from various County facilities.
2. Dedicated T-1 (or PRI, Primary Rate Interface) service for outbound ~~long-distance~~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 awarded Bidder's premises.
 - The County may request flat rate dedicated outbound service for calls originating via dedicated T-1 (1.544 mbps), Primary Rate ISDN (1D, 23B), -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,

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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~~ 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 awarded 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 awarded 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/PRI/T1	Site Address
Miami Dade County - ITD	2	111 NW 1 st St
Miami Dade County - ITD	30	5680 SW 87th Ave
Miami Dade County - ICFB	44	11500 NW 25 th St
Miami Dade County - Steven P. Clark Center	20	411 NW 1st St
Miami Dade County - S. Dade Gov't Center	20	40740 SW 214th St
Miami Dade County - Building Dept.	02	14805 SW 26th St
Miami Dade County - Justice Building (REG)	02	1351 NW 12th St
Miami Dade County - Court House Center	20	175 NW 1st Ave
Miami Dade County - Joseph Caleb Center	20	5400 NW 22nd Ave
Miami Dade County - Solid Waste (MLK)	20	2525 NW 62nd Ave
Miami Dade County - State Attorney	10	4350 NW 12th Ave
Miami Dade County - Public Defender	10	4320 NW 12th Ave
Miami Dade County - Water & Sewer	20	3071 SW 38th Ave
Miami Dade County - Overtown I	10	701 NW 1st Ct
Miami Dade County - PortMiami	10	905 S America Way
Miami Dade County - Police Headquarters	10	9105 SW 25th St
Miami Dade County - Fire Rescue	1	9300 SW 41 st St
Miami Dade County - Aviation	23	4200 SW 36 th St

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3.5 RATE INFORMATION

Rate information must be available at all times to caller through the operator, a toll free ~~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 awarded Bidder's proposed rates and billing must be voided for incomplete calls.

3.7 RATES

The awarded Bidder agrees that the rate per minute that will be charged for calls to International cities that are not listed on the Pricing Sheet shall be the best rate that it charges municipalities of the same size and volume activity as Miami-Dade County for these calls.

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 Pricing Sheet 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 awarded 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 awarded 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~~~~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 awarded Bidder warrants that the services provided under the resultant Contract 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 awarded 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 awarded 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 awarded Bidder to credit against future usage an amount equal to the difference between the actual cost of another vendor's services and the awarded 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 awarded Bidder will be liable for the differences in cost between the awarded 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 awarded 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 awarded Bidder shall have its initial services herein provided and available for utilization by the County within ~~two one~~~~hundred and forty twenty~~ (124) 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

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specified, the awarded Bidder will be responsible for any costs accrued. The awarded 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) calendar days from the contract award date.

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

The awarded 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.

The awarded 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 awarded 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) calendar day acceptance period. At the end of said thirty (30) calendar 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 awarded Bidder also in writing, certified mail, return receipt requested, that the resultant Contract 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