

# **REQUEST FOR PROPOSAL FOR THE COUNTY OF PENOBSCOT**

Penobscot County is looking for a single vendor to provide a consolidated data and voice delivery solution that is inclusive of a singular cost for both voice and data. The services that would be needed are as follows:

## **1. Internet Data Connectivity Requirements:**

- a. Provides no less than 10 Mbps synchronous connectivity to the internet.
- b. Delivered by bonded T1 circuits, fractional T3, fractional DS3 service, fiber or similar services. SDSL service is not an option for primary delivery.
- c. The vendor will also supply static IP addresses as necessary for customer use.
- d. While not mandatory, the ability to port over our existing IP addresses would be highly beneficial.
- e. The vendor will provide monitoring services of the all circuits and will contact appropriate individuals within Penobscot County's Information Technology Department in the event of a failure of Penobscot County's immediate equipment at the demarcation point, the vendor's equipment or the circuit itself.
- f. The vendor will provide reporting utilities such that the Penobscot County Information Technology Department can monitor bandwidth usage and other statistical information
- g. Has a 4 hour service level agreement provided by the vendor such that, should a problem occur, it will be resolved within four hours, providing 24 hour, seven day a week, 365 day a year coverage.
- h. The vendor will additionally agree to an uptime level of 99.95 percent annual uptime or better and any contract will contain such contractual language as will apply to allow for either or termination of contractual obligations and/or recompense for downtime exceeding the stated limit.

## **2. Digitally Delivered Voice Requirements:**

- a. The vendor will deliver two separate lines that will each be capable of supporting up to the maximum determined number of call paths by itself if necessary. The total amount of voice capacity allotted should not exceed the maximum determined by the vendor. These circuits will be delivered by separate T1 circuits or similar delivery method including SIP with a PRI converted handoff that is provisioned primarily for voice. Each of these two circuits should have separate paths within the vendor's network to ensure maximum redundancy. Network diagramming outlining the call paths for each of the circuits should be included within the vendor's proposal.
- b. This circuit will be used to provide voice communication and should be able to support at least 40 separate simultaneous voice communications.
- c. The vendor will provide statistical information about those voice lines that are carried over those circuits to monitor usage, inbound and outbound calls with reference to the destination of outbound calls and the origination points of inbound calls, and the amount of minutes used on any particular circuit with a granularity that would allow separate reports for long distance versus local usage or a combined total of both.
- d. This circuits will also be covered under a 4 hour service level agreement such that any problem will be corrected within four hours.
- e. The vendor will also agree to an uptime of 99.95 percent annual uptime or better on this circuit.
- f. The vendor will additionally agree to an uptime level of 99.95 percent annual uptime or better and any contract will contain such contractual language as will apply to allow for either or termination of contractual obligations and/or recompense for downtime exceeding the stated limit.

**3. Long Distance, Other Charges and Billing:**

- a. All associated monthly ongoing costs should come on one monthly bill.
- b. The provider will also be Penobscot County's long distance carrier and will provide competitive long distance rates.
- c. Long distance calls will primarily be made over the T1 circuit and while the same long distance rate may not be applied to the lines delivered by analog means, the rate should be fair and competitive.

**4. Considerations for contract:**

- a. Penobscot County reserves the right to accept or reject or negotiate the terms of any and all quotes and proposals if it is deemed to be in the best interest of the County. The emphasis on these requested services will be the quality and flexibility of the services offered. Cost will not be the sole determining factor.
- b. Any contract successfully negotiated between Penobscot County and the vendor should contain language that would allow for renewal at the present rate of cost or less as negotiable between the vendor and Penobscot County
- c. Vendors should be prepared to answer additional questions upon bid opening, provide company statistical information and references upon request of customers receiving similar cumulative services.
- d. Responding vendors should be Tier One providers of both voice and data, meaning that they should be last mile providers bringing it into Penobscot County campus without the use of lines leased by other companies.
- e. In the event that an amendment is issued all RFP terms and conditions will remain in effect unless they are specifically changed by the amendment. Proposals shall include acknowledgement of all amendments.
- f. All offers shall be by persons who are authorized to contractually bind the offers.
- g. All proposals submitted shall be valid for a minimum period of ninety (90) days from the date of the opening of the proposals.
- h. Proposals may be withdrawn prior to the time of opening.
- i. The successful vendor shall comply with all rules, regulations, ordinances, codes and laws relating to the work and shall secure and pay for any permits and licenses necessary for the execution of the work.
- j. Some of the work required on this contract may have to be performed after 1630 hours at the discretion of the County.
- k. A selection committee will review each of the proposals submitted. This process may or may not include an interview. The committee will make a recommendation to the County Commissioners for possible award.

**5. Evaluation and Selection Criteria:**

- a. Vendors will be evaluated according to the following criteria:
  - 1. Integration with Penobscot County's information network.
  - 2. Flexibility and scalability of the proposed data and voice solutions.
  - 3. Quality of work, reputation/stability of the vendor's company, and references.
  - 4. Maintenance and technical support services offered.
  - 5. Quality and reliability of equipment and services.
  - 6. The quality and scope of the SLA (Service Level Agreement)
  - 7. In the event of a tie, cost will be a determining factor, inclusive of initial and ongoing costs for service.

**6. Project Correspondence And Questions**

- a. All project correspondence shall be addressed to:  
Cliff Warren, IT Administrator  
97 Hammond Street

Bangor, ME 04401  
Voice: 207 561-6176  
Fax: 207 651-6179  
E-mail: [cwarren@penobscot-coounty.net](mailto:cwarren@penobscot-coounty.net)

**7. Insurance Requirements**

The successful vendor shall agree to maintain general liability insurance, worker compensation and employer's liability insurance, where applicable to cover all its personnel engaged in the performance of the services herein described as well as damages arising as a result of the performance of such services. Vendor further agrees to require its subcontractors(s), if any, to maintain general liability insurance, worker's compensation and employer's liability insurance, where applicable. The amounts of such coverage shall be as reasonably determined by vendor.

**8. Indemnification:**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY OF PENOBSCOT from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the CONTRACTOR or anyone acting under its direction or control or in its behalf in the course of its performance under this Contract, provided the CONTRACTOR's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of the OWNER. The CONTRACTOR hereby expressly agrees that it will defend, indemnify and hold the COUNTY OF PENOBSCOT harmless from any and all claims made or asserted by CONTRACTOR agents, servants or employees arising out of CONTRACTOR activities under this Contract. For this purpose, CONTRACTOR hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by CONTRACTOR's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the COUNTY OF PENOBSCOT to answer, investigate, defend and settle all such claims, including but not limited to the COUNTY OF PENOBSCOT's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of CONTRACTOR's agents, servants or employees against the COUNTY OF PENOBSCOT in regard to claims made or asserted by such agents, servants or employees.