



RANDALL COUNTY, TEXAS
INVITATION TO BID
RETURN BID TO:

Randall County Auditor's Office
Karon Kantor
1401 4th Avenue
Canyon, Texas 79015

The enclosed INVITATION TO BID and accompanying SPECIFICATIONS AND BID SHEET(s) are for your convenience in bidding the enclosed referenced products and/or services for Randall County.

Bids shall be received no later than: 10:00 a.m., Thursday, May 17, 2001

MARK ENVELOPE OR USE ENCLOSED ORANGE STICKER: BID NO. 2001-15-2
LOCAL & LONG DISTANCE TELEPHONE SERVICE

RANDALL COUNTY appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Bidders are invited to be present at the opening of this bid on the above date and time.

If you do not wish to bid at this time, but wish to remain on the bid list for this commodity, please submit a "No Bid" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Bid" or "No Bid" you will be removed from the bid list. If however, you choose to "No Bid" this product and/or service and wish to remain on our bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified.

Randall County is aware of the time and effort you expend in preparing and submitting bids to the county. Please let us know of any bid requirements that may be causing you difficulty in responding to our bids. This notification must be made prior to bid opening. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the county's business.

IT IS UNDERSTOOD that Randall County reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Randall County. Quantities are estimates only. Exact quantities will be determined on order.

Awards should be made approximately two (2) weeks after bid opening date. Bidders inquiring or desiring a copy of the bid tabulation sheet may contact the Randall County Auditor's Office at (806) 655-6262.

*****10-1-2002 Need to look and make sure that the long distance carrier is able to place calls overseas and with the calling card – overseas.

SECTION 1: GENERAL

1. General

This Invitation to Bid is for local and long distance telephone service for Randall County.

Bid Response:

Bids must be received no later than 10:00 a.m. on Thursday, May 17, 2001 at the Randall County Auditor's Office. Address your bid to:

Randall County Auditor's Office
Attention: Karon Kantor
1401 4th Avenue
Canyon, Texas 79015

It is understood that Randall County reserves the right to accept or reject any and/or all bids and to waive informalities or defects in bids as it shall deem to be in the best interest of Randall County.

1.2 Purpose of Invitation to Bid

This bid contains information necessary for the submittal of bids for long distance and local telephone service. Through this bid the County is requesting that each bidder provide a full description of the features and charges for the service, which they are bidding.

1.3 Randall County Telephones/Service

Randall County is in the process of installing a new phone system. The County is anticipating using (3) point-to-point T1's to tie the locations together. Each T1's will be from 501 16th Street, Canyon, TX. with one point going to 1401 4th Ave., Canyon, TX., the second going to 4111 S. Georgia, Amarillo, TX., and the third going to 9100 S. Georgia, Amarillo, TX.. An additional T1 will be needed for data, which will be from 400 16th St., Canyon, TX to 9100 S. Georgia, Amarillo, TX. Randall County anticipates using two PRI ISDN, and 300 DID lines as well as the 3 point to point T1's for the new telephone system. The local and long distance service should be proposed for use with the new system and be capable for voice and data communication as a non-measured type service. Randall County anticipates the install of the new system the last week of June, 2001. Randall County also has approximately 10-15 regular lines that are not affected by the new phone system, however the county would be interested in switching over service if a lower monthly rate for these basic lines exist.

The Randall County jail facility will be installing video arraignment and will have four off-site locations that BRI lines will be utilized for. It has been agreed that (3) BRI lines at each site will be installed. All lines will be from the jail facility at 9100 S. Georgia, Amarillo, TX., and go to off-site locations. The off-site locations are as follows: (1) Potter County Justice Building – 601 S.

Fillmore, Amarillo, TX., (2) Randall County Annex – 4111 S. Georgia, Amarillo, TX., (3) Randall County Courthouse – 400 16th Street, Canyon, TX., (4) Randall County Justice Building – 501 16th Street, Canyon, TX.

1.4 Randall County's Locations for new phone system

1. Canyon Square @ 400 16th Street, Canyon
2. South Annex @ 1513 5th Ave., Canyon
3. West Building @ 1401 4th Ave., Canyon
4. Youth Center of the High Plains @ 9300 S. Georgia, Amarillo
5. Next Step Facility @ 9350 S. Georgia, Amarillo
6. Randall County Annex @ 4111 S. Georgia, Amarillo
7. Randall County Jail Facility @ 9100 S. Georgia, Amarillo

SECTION 2: TERMS AND CONDITIONS

2. Contract Terms & Conditions for Vendors

2.1 Scope

The General Terms and Conditions shall be incorporated in this bid. The bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with the proposed hardware and services. The Bidder shall state exceptions to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions based on lawful and fair bidding practice.

2.2 Term of Contract

The term of this contract will be for a three-year period effective June 1, 2001 and continuing through May 31, 2004.

2.3 Addenda

If a Bidder finds any inconsistency or ambiguity in this bid, the Bidder should contact Karon Kantor for resolution of the issue. Any clarification given may become an addendum. If it becomes necessary to issue an addendum to this bid, the County will provide an addendum to all vendors receiving copies of the bid issued. Should the addendum, in the judgment of the County require additional time for submission of bids, an extension of time will be granted.

2.4 Bid Termination

2.4.1 Right of the County to Terminate Contract

If the work to be done under this Contract is abandoned by the Contractor; or if the Contractor is adjudged bankrupt; or if a general assignment of the Contractor's assets is made for the benefit of creditors; or if a receiver is appointed for the Contractor or any of its property; or if at any time the Contractor notifies the County or the County discovers on its own or by some other source that the performance of the work under the Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this Contract, or that it is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if the work is not substantially completed within the time stated for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor of the County's intention to terminate this Contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, the Contract shall terminate and the County shall owe no money or other compensation to the Contractor after notification of intent to terminate. In addition, the County shall be entitled to recourse against the Contractor for any money spent by the County in connection with attorney fees, litigation costs or actions necessary to terminate said Contract based on the Contractor's failure to comply with any term of the Contract.

In the event of such termination, the county may take over and prosecute the work to completion, by contract or otherwise. The Contractor shall be liable to the County for all

excess cost sustained by the County by reason of such prosecution and completion, including attorney fees and costs and any loss to the county either in time, money or substitute vendors.

2.4.2 Termination

Subject to the provisions below, the contract derived from this Invitation To Bid may be terminated by the County upon thirty (30) days advance written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination of Convenience – In the event that the contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable. In no event shall the County be obligated to pay more than the cost for work done at the time of notice of termination.

Termination for Cause – Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

2.5 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

2.6 Ethics

The bidder shall not offer enticements of any nature to any official, agent, or employee of Randall County.

2.7 Late Bids

Bids must be received in the Auditor's Office before the hour and date specified. Bids received after the time and date specified will be disqualified and returned to sender. Randall County is not responsible for lateness or non-delivery of mail, carrier, etc. **All NO BIDS shall be marked as such and returned as specified above. Failure to do so will result in deletion from Vendor list.**

2.8 Deliveries

All delivery and freight charges (F.O.B. Randall County designated location) are to be included in the bid price.

2.9 Bid Award

Bids may be awarded on the lump sum or unit basis, whichever is in the best interest of Randall County. Bids that are by unit price, must be extended and total shown. In case of errors in extension, unit prices will be taken.

2.10 Clarification

Any clarification or questions concerning bids should be directed to the County Auditor's Office prior to bid opening.

2.11 Minimum Standards

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 2.11.1 have adequate financial resources, or the ability to obtain such resources as required
- 2.11.2 be able to comply with the required or proposed delivery schedule
- 2.11.3 have a satisfactory record of performance
- 2.11.4 have a satisfactory record of integrity and ethics

Randall County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

2.12 Bidder Response

Bidder shall provide with this bid response, all documentation required by this Invitation To Bid. Failure to comply may result in rejection of bid. Bids must be signed by an authorized representative and show full name and address of bidder

2.13 Altering Bids

Bids cannot be altered or amended after opening time. Any alterations made before opening time, must be signed by the bidder or his agent.

2.14 Withdrawal of Bid

A bid may not be withdrawn or cancelled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. The Court reserves the right to reject any or all bids.

2.15 Sales Tax

Randall County by statute is exempt from Federal Excise Tax and State Sales Tax. A certification for this exemption may be obtained. The applicable taxes for telecommunications to the county are: Subscriber Line Charge, 911 Emergency Service Fee, 911 Equalization Surcharge, Poison Control Surcharge, Municipal Franchise Fee.

2.16 Contract

This contract shall be awarded to the most responsible, low bidder(s) that represent the necessary knowledge, ability, skills, and resources to perform the work as outlined in the specifications. This bid when accepted by the Randall County Commissioners' Court shall constitute a contract equally binding between the successful bidder and Randall County. No

different or additional terms will become a part of this contract with the exception of Change Orders.

2.17 Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Randall County Auditor's Office.

2.18 Price Reduction

If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Randall County.

2.19 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Randall County.

2.20 Descriptions

Any catalog, brand name or manufacturer's reference used in the bid request is descriptive not restrictive. It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered.

2.21 Exceptions/Substitutions

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Randall County reserves the right to accept any and all or none of the exceptions(s)/substitution(s) deemed to be in the best interest of the County.

2.22 Remedies

The successful bidder and Randall County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.23 Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Randall County, Texas.

2.24 Patents/Copyrights

The successful bidder agrees to protect Randall County from claims involving infringements of patents and/or copyrights.

2.25 Invoice

Successful bidder shall submit an invoice showing name and address of successful bidder, name and address of receiving department and/or delivery location, purchase order number, and descriptive information as to the item(s) delivered.

2.26 Payment

Payment will be made within 30 days upon acceptance of merchandise and satisfactory operation of equipment, or performance of service in accordance with the State of Texas Prompt Payment Act Article 601f V.T.C.S..

2.27 Laws

The parties agree that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract or service agreement that shall arise from and include this bid request.

2.28 Claims

Successful bidder shall defend, indemnify and save harmless Randall County and all its officials, agents and employees from all claims of any nature brought on account of any injuries or damages received during the performance of any contract resulting from this bid award. Bidder shall pay any judgment with costs, which may be obtained against county growing out of such claim.

2.29 Silence of Specifications

The apparent silence of these specifications as to any detailed description of, or apparent omission of an item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.30 Award

Vendors shall state whether their bid is "all or none". Randall County may select multiple vendors if it is in the best interest of the County.

Randall County anticipates this award to be made on May 22, 2001 at the regular commissioners court meeting.

- 17. Monthly charge for PRI \$ _____
INSTALLATION \$ _____
 - 18. Purchase of 300 DID #'s \$ _____
 - 19. Monthly charge for 300 DID #'s \$ _____
 - 20. Basic Monthly Charge (analog line) \$ _____
 - 21. Monthly Charge (dedicated line) \$ _____
 - 22. Monthly Charge (hunt line) \$ _____
 - 23. Installation Charge \$ _____
 - 24. Applicable Taxes (Detail) \$ _____
-
-
-

25. Will vendor guarantee install of all lines for new phone system be installed by June 15th, 2001? () YES () NO

26. Can you provide a single point of contact for all Randall County accounts?

() YES () NO

 Contact Name

 Contact Phone #

3.1 SERVICE BILLING & RATES FOR LONG DISTANCE

1. Will you absorb the switching fees () YES () NO
2. Do you provide training & technical support () YES () NO
3. Credit for erroneous calls () YES () NO
4. Ability to track calls by extension or Authorization code () YES () NO
5. Operator assistance () YES () NO
6. Unlimited access to all areas of Continental U.S. () YES () NO
7. Printed itemized monthly statements () YES () NO
8. Statements by departments and extension () YES () NO
9. Provide calling card service () YES () NO
10. Do charges for calls begin when the destination number answers? () YES () NO
11. Do they begin when vendor's long distance facilities are accessed? () YES () NO
12. Consolidated Billing () YES () NO
13. Are charges in 6-second increments? () YES () NO
14. Initial installation cost: \$ _____
15. Interstate Directory Assistance \$ _____
16. Intrastate Directory Assistance \$ _____
17. Equipment rental and leasing fees \$ _____
18. Termination service fees \$ _____
19. Maintenance and/or Repair Service Fees \$ _____
20. Franchise Fees \$ _____
21. Charges for calling card service \$ _____
Per card \$ _____
22. Charges, if any, to add or change account codes as needed \$ _____
23. Basic Monthly Service Charge/PIC charge \$ _____

- 24. Interstate Rate Peak Hours per min. \$ _____
- 25. Interstate Rate Off Peak Hours per min. \$ _____
- 26. Intrastate Rate Peak Hours per min. \$ _____
- 27. Intrastate Rate Off Peak Hours per min. \$ _____
- 28. All Applicable Taxes (Detail) \$ _____

- 29. Other Service Charges: (Explain) \$ _____
 (include all additional fees, all miscellaneous charges)

Randall County may select multiple vendors if it is in the best interest of the County. Please state whether your bid is "all or none".

All or none bid: () YES () NO

COMPANY NAME

PRINT NAME

ADDRESS

SIGNATURE

PHONE NO.

FAX NO.

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days, unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS

COUNTY OF RANDALL

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared _____ who, after having first
been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ hereinafter
called "Bidder" is the duly authorized agent of said company and that the person signing said
proposal has been duly authorized to execute the same. Bidder certifies that this proposal is
made without consultation, communication, or agreement, for the purpose of restricting
competition, and this proposal has not been disclosed and will not be disclosed prior to public
bid opening.

Name and Address of Bidder:

Telephone number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of 20_____.

Notary Public in and for the State of Texas