



Office of Director of Finance

McMinn County
6 East Madison Avenue
Athens, Tennessee 37303

Phone (423)745-4103
(423)745-4105
Fax (423) 745-0095

January 29, 2016

LEGAL NOTICE Request for Proposal

Pursuant to T.C.A. § 5-21-118, proposals will be accepted in the Office of the Director of Finance; McMinn County Courthouse; 6 East Madison Avenue; Athens, TN 37303 until February 29, 2016, 10:00 A.M., at which time the proposals will be publicly opened and announced for the following to be used by the McMinn County Board of Education:

- On each of the following:
- a. Hosted VoIP
 - b. Internet Access and WAN proposals

RFP will be posted at the following web address <http://www.mcminn.k12.tn.us/rfp/icmibs>

Bidders will be required to submit a Drug Free Workplace Affidavit as required under the provisions of T.C.A § 50-9-113. The affidavit states that employers with five (5) or more employees who contract with either the State or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9.

It is the policy of the Government of McMinn County Tennessee not to discriminate on the basis of race, color, national origin, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. All bidders will be required to sign a Title VI Contract Assurance Form stating that their company complies with this policy.

Bidders will be required to submit a Certificate of Compliance with Tennessee Public Chapter 587. TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds.


All bidders must comply with any insurance or other requirements listed in the detail bid specifications.

No bidder will be permitted to withdraw his bid for a period of ninety (90) days following the date of the opening.

NOTE: Any Questions about any of the RFP needs to be submitted in writing to Jill Pierce at jill@mcminnschools.com Before February 4, 2016

The McMinn County Board of Education reserves the right to reject any and all proposals and/or to accept the proposal, or any portion thereof, that in its judgment will be for the best interest of the McMinn County Board of Education.

Detailed proposal specifications and proposal forms may be picked up in the Office of the Director of Finance.


Jason Luallen
Director of Finance

MCMINN COUNTY, TENNESSEE
Office of the Director of Finance
Athens, Tennessee 37303

General Bid Specifications
Hosted VoIP, Managed Internet Access, Transport and Hosted Firewall Services

Please quote us on the following service, equipment, materials, or supplies. All prices will be F.O.B. Athens, TN, unless otherwise specified. We are exempt from all taxes.

Proposals may be presented by mail or in person and will be publicly opened and announced in the Office of the Director of Finance at 10:00 AM on February 29, 2016. In case of a tie, the successful vendor will be determined by lot and the vendor need not be present.

PLEASE STATE ON THE OUTSIDE OF ENVELOPE - WHICH SERVICE YOU ARE APPLYING THE DATE OF THE RFP OPENING. THE NAME AND ADDRESS OF FIRM SUBMITTING RFP SHOULD ALSO BE LISTED ON OUTSIDE OF ENVELOPE.

The material and/or services delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is accepted to the satisfaction of the County and is to be in compliance with the terms, herein, fully in accord with the specifications and be of the highest quality. In the event the materials and/or services supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials, and not to rule out other brands or makes of equality. However, if a product other than that specified is proposed, it is the vendor's responsibility to name such product with his proposal and to prove to the County that said product is equal to that specified. When no reference is made by the vendor to the make or grade proposed to be furnished it is understood that the specific article named in the proposal will be furnished.

No RFP may be withdrawn for a period of 90 days after the scheduled time for receiving the proposals.

RFPs must be submitted on the forms provided by McMinn County or the proposal will be deemed unacceptable. BE SURE TO FOLLOW INSTRUCTIONS ON COMPLETING THE SEALED ENVELOPE. SEE FORM ATTACHED.

As required under the provisions of T.C.A § 50-9-114 this serves as notification that McMinn County operates a Drug Free Workplace Program as outlined in the McMinn County Financial Management Committee Policies and Procedures Section 6, Pages 24-30.

Vendors will also be required to submit a Drug Free Workplace Affidavit as required under the provisions of T.C.A § 50-9-113. The affidavit states that employers with five (5) or more employees who contract with either the State or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9. **SEE FORM ATTACHED**

It is the policy of the Government of McMinn County Tennessee not to discriminate on the basis of race, color, national origin, sex or disability in it's hiring and employment practices, or in admission to, access to, or operation of it's programs, services, and activities. All contractors, and subcontractors will be required to sign a Title VI Contract Assurance Form stating that their company complies with this policy. **SEE FORM ATTACHED.**

Vendors will be required to submit a Certificate of Compliance with Tennessee Public Chapter 587. TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. **SEE FORM ATTACHED.**

The County reserves the right to waive informalities in any proposal; to reject any or all proposals with or without cause, and to accept the proposal, or any portion thereof, that in it's judgment will be in the best interest of McMinn County.

MCMINN COUNTY TENNESSEE
TCA 62-6-119
BID COMPLIANCE FORM

NOTE: This form MUST be attached to the sealed envelope containing the bid. Failure to provide all of this information on the sealed envelope shall void such bid.

DELIVER TO: McMinn County Director of Finance
6 East Madison Avenue
Athens, TN 37303

BID _____

DATE OF BID _____ TIME _____

PRIME CONTRACTOR'S IDENTIFICATION

Name _____

Address _____

TN License Number _____

Expiration Date _____

Classifications _____

IS ENCLOSED BID LESS THAN \$25,000?

Yes _____ No _____

ITEM I OR II MUST BE COMPLETED IF THE BID EXCEEDS \$25,000

I. CONTRACTOR DOES NOT PLAN TO USE SUBCONTRACTORS FOR ANY PART OF THIS PROJECT.

Signature - Contractors Representative

II. REQUIRED SUBCONTRACTOR'S IDENTIFICATION

ELECTRICAL SUB-CONTRACTOR

Name _____

Address _____

TN License Number _____ Date _____

Expiration Date _____ Monetary Limit \$ _____

Classification _____

PLUMBING SUB-CONTRACTOR

Name _____

Address _____

TN License Number _____ Date _____

Expiration Date _____ Monetary Limit \$ _____

Classification _____

HVAC SUB-CONTRACTOR

Name _____

Address _____

TN License Number _____ Date _____

Expiration Date _____ Monetary Limit \$ _____

Classification _____

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an Employer of five (5) or more employees contracting with _____ County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state of any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The company is in compliance with T.C.A § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public

My commission expires: _____

.MCMINN COUNTY GOVERNMENT

Title VI Contract Assurance

It is the policy of the Government of McMinn County, Tennessee not to discriminate on the basis of race, color, national origin, sex or disability in it's hiring and employment practices, or in admission to, access to, or operation of it's programs, services, and activities. With regard to all aspects of this contract, vendor/contractor certifies and warrants it will comply with this policy.

Authorized signature of contractor/subcontractor

Date

CERTIFICATION OF COMPLIANCE
WITH
TENNESSEE PUBLIC CHAPTER 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter 587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds.

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached Tennessee Public Chapter 587 and certify compliance with the regulations.

Name and address of organization

Name/title of submitting official (please print)

Signature

Date

REQUEST FOR PROPOSALS
VOLP AND OR INTERNET AND WAN SERVICES

I. GENERAL REQUIREMENTS

A. SUMMARY OF WORK

The McMinn County School District requests a proposal from vendors to supply, configure, install, and warranty a VOLP for Central Office Only and or Internet and Wan Services for all sites within the school district.

B. CONTROL OF WORK AND MATERIALS

All work shall be performed under the supervision of Jill Pierce, Chief Technology Officer. Her decisions in all matters concerning quality, or materials and workmanship shall be final. **ANY QUESTIONS RELATED TO THIS BID SHOULD BE DIRECTED TO JILL PIERCE AT jill@mcmminnschools.com or by phone at (423)368-4755.**

The vendor must demonstrate to the satisfaction of the owner that his firm is capable of completing the work specified, has equipment necessary for completion of the work, and has satisfactorily completed similar projects. All subcontractors will be subject to approval of the Board of Education.

Each vendor will be held to have satisfied himself as to the existing conditions under which he will be obligated to operate in performing his part of the work under this contract. Vendors must thoroughly inform themselves of the requirements of the specifications, special conditions, and any other documents and be prepared to comply with all.

No allowances will be made subsequently in this connection in behalf of the vendor for any error or negligence on his part.

The successful vendor shall be responsible for any loss or damage of or to any materials or work either delivered or completed at the site until such time as the project is fully completed. The successful vendor shall be responsible for any and all damages to the equipment or facilities during the accomplishment of the work specified.

The successful vendor will repair or replace any defects or faults that may occur either in materials or construction during the progress of the work at no additional expense to the McMinn County Board of Education or McMinn County.

REQUEST FOR PROPOSALS

VOLP AND OR INTERNET AND WAN SERVICES

I. GENERAL REQUIREMENTS CONTINUED

B. CONTROL OF WORK AND MATERIALS CONTINUED

The successful vendor shall agree to indemnify and save harmless the McMinn County Board of Education and McMinn County against all claims, demands, suits, damages or sums of money to any party accruing the Board of Education and McMinn County for loss of life or personal injury or property loss or damage which may be caused by reason of any defect, faults, actions of the Successful Vendor or his employees during the progress of the work.

Specifications are not intended to be comprehensive or exact. The Successful Vendor shall be responsible for completion of the intent of the specifications including any minor variation, which may be encountered in the field.

The Successful Vendor shall remove all rubbish, debris and other visible objectionable material from the site prior to completion of the project. These materials may be disposed of at the appropriate landfill or any other legal location that the Successful Vendor can procure.

The work of this project shall not be conducted in such manner as to create any nuisances, which violates any of the ordinances of Local Municipalities, McMinn County and the State of Tennessee.

In the case of default by the successful vendor, they shall be liable for any and all increase in cost, which may occur from the Owner procuring satisfactory completion of the project from any other available sources.

COMPLIANCE WITH STATE LAW TPC587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter 587 (TPC587). A copy of TPC587 and a compliance is included in this bid package.

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds.

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

REQUEST FOR PROPOSALS

VOLP AND OR INTERNET AND WAN SERVICES

I. GENERAL REQUIREMENTS CONTINUED

C. INSURANCE

Certificates of Insurance covering the following types shall be furnished by the successful vendor to the McMinn County Director of Finance Office, 6 East Madison Avenue, Athens, TN 37303 prior to start of work. and shall be subject to the Owner's approval for adequacy of protection. The amount of coverage shall be as shown or as required by law, whichever is greater.

1. The Successful Bidder shall not commence work under this contract until he has obtained all the insurance required herein under and such insurance has been approved by the Owner, nor shall the Successful Bidder allow subcontractor(s) to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Successful Vendor hereunder.
2. Compensation and Employer's Liability Insurance. The Successful Vendor shall take out and maintain during the life of this contract the statutory Workmen's Compensation and Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) for all of his employees to be engaged in work on the project under this contract and, in case any work is sublet, the Successful Vendor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance in the same amount for all of the latter's employees to be engaged in such work.
3. Bodily Injury Liability and Property Damage Liability Insurance. The Successful Vendor shall take out and maintain during the life of this contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance and Automobile Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:
 - a. Bodily Injury Liability Insurance, in an amount not less than one million dollars (\$1,000,000.00) for injuries, including wrongful death to any one person.
3. Bodily Injury Liability and Property Damage Liability Insurance Continued
 - b. Property Damage Injury Insurance, in an amount not less than one million dollars (\$1,000,000.00) for damages on account of any one accident.

NOTE: These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the Owner and Successful Vendor.

McMinn County School District

3 South Hill Street
Athens, TN 37303-3640

Hosted VoIP, Managed Internet Access, Transport and Hosted Firewall Services

Questions must be received in writing no later than February 4, 2016. Questions should be directed to Jill Pierce at jill@mcmminnschools.com

General Requirements

The McMinn County School District has set forth requirements for all potential bidders. Compliance with these requirements is necessary so that we can conduct an equal, open, and fair competitive bidding process. A service provider may be disqualified if all requirements are not met.

Service providers must include ALL costs for components required to implement these services. These costs include but are not limited to special construction, installation, maintenance, non-recurring and monthly recurring costs. Service provider must also provide an estimate of any applicable taxes, miscellaneous fees and surcharges that will be added to the final bill.

If the service provider determines that any construction, installation for equipment, etc. is required to provide the desired services, this work must be completed by June 1, 2016 to ensure service is ready for turn up on July 1, 2016.

The district has limited support resources and therefore, we prefer a single provider to provide services to all schools and NIFs in the school districts.

Service providers are to provide company information and references of existing clients.

The contract resulting from this RFP will begin on July 1, 2016. The initial term of the contract will be for 36 (thirty-six) months with two voluntary extensions of 1 (one) year each for a total of 60 (sixty) months total duration.

There must be stated language in a contract that bandwidth may be increased within the term of the contract upon annual review. The contract should also allow for price reductions should market conditions warrant such a reduction. Special construction costs required to provide for bandwidth increases must be included. Bandwidth requirements will be reviewed annually to determine if upgrades will be required.

All contracts awarded may be contingent upon E-Rate funding and final board approval unless otherwise noted. The applicant may choose to do all or part of the project upon funding notification.

Services are requested for the existing schools and NIFs. The contract must allow for the opening of new schools/NIFs/building and the closing of existing schools.

E-rate Requirements

This proposal request is for services to be subsidized under the Universal Services E-Rate Program for Schools and Libraries. This project is subject to funding availability and may be contingent upon E-Rate funding commitment.

Service providers must agree to participate in the E-Rate Program for the corresponding funding year and do the following:

- 1) have a valid SPIN and FCC registration number. SPIN must be included on your response
- 2) have a current Service Provider Annual Certification (SPAC) filed with the USAC by July 1 of the corresponding funding year
- 3) provide Lowest Corresponding Price
- 4) comply with E-Rate gift rules
- 5) be in "Green Light" status

Service providers responding to district issued RFP should clearly identify E-rate eligible and E-rate ineligible services.

Service Provider must agree to invoice the school using the service provider invoicing method or (SPI).

Method of Award and Evaluation Criteria

Award shall be made to the vendor whose proposal is scored with the highest point total based on the Evaluation Criteria detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract products and services with whomever and in whatever manner the District decides, to abandon the products entirely, and to waive any informality on non-substantive irregularity as the interest of the District may require.

Evaluation Criteria

| | |
|--|------------|
| Price-Erate Items | 35 |
| 20 - 30 point for lowest bidders | |
| 10 - 19 points for mid-range | |
| 0 - 9 points for highest bidders | |
| Price-Other Costs | 5 |
| Non-erateable items | |
| Bid Requirements Met | 25 |
| Completed all bid requirements | |
| Bid meets the technical needs requested | |
| Capacity and ability to meet implementation requirements | |
| Prior Experience | 20 |
| Similar projects and references | |
| Experience with this provider | |
| Strength of Vendor & References | 10 |
| Financial soundness | |
| Personnel | |
| Responsiveness | 5 |
| Responsive to email, other communications, etc. | |
| Local representative available | |
| Total Points: | 100 |

Services Request

Hosted VoIP – This request is for Hosted VoIP service only. Service must be compatible with existing Polycom telephone sets. Please provide options for multi-year contracts.

Below is current inventory. Note that quantities may change with final request.

| School | Address | Number of Administration Phones | Number of Classroom, other type phones | Number of Analog Lines |
|----------------------------------|-----------------------------------|---------------------------------|--|------------------------|
| McMinn County Board of Education | 3 South Hill Street Athens, TN | 28 | 1 | 2 |

Additional Information

We have the following:

- PoE switches at each location
- Cat 6 cabling
- Auto attendant at each site
- Interface to paging/intercom equipment
- E911 service
- IP-based fax solution – 4
- Hunt groups

All lines require voicemail. Please quote voice mail as separate service since it is ineligible for E-rate support.

Internet Access - The McMinn County School District is seeking bids for leased lit fiber for provide fully managed Internet Access.

The termination point is located at 3 South Hill Street, Athens, TN.

Bandwidth required is a minimum of 500 Mbps. Provide incremental pricing up to 5 Gbps. Specified bandwidth speeds must be both incoming and outgoing. Indicate if bandwidth is fixed or burstable. The school district desires burstable bandwidth options above contracted bandwidth during peak testing times.

WAN Connectivity - The McMinn County School District is seeking bids for leased lit fiber service to provide a Wide Area Network.

The hub is located at 3 South Hill Street, Athens, TN.

The school district is NOT seeking bids for newly E-rate eligible self-provisioned networks at this time.

Minimum bandwidth to be quoted is 1 Gbps. Please provide incremental bandwidth up to 10 Gbps.

| School | Address | Min Bandwidth | Max. Bandwidth | Quantity |
|----------------------------------|---------------------------------------|---------------|----------------|----------|
| McMinn County Board of Education | 3 South Hill Street, Athens, TN | 2 Gbps | 10 Gbps | 1 |
| Baker Elementary | 1044 County Road 172 Athens, TN | 1 Gbps | 10 Gbps | 1 |

| | | | | |
|--------------------------|--------------------------------------|----------|---------|---|
| Calhoun Elementary | 150 Sherwood Ave, Sherwood, TN | 1 Gbps | 10 Gbps | 1 |
| Englewood Elementary | 108 College Street Englewood, TN | 1 Gbps | 10 Gbps | 1 |
| McMinn Central High | 145 County Road 461 Englewood, TN | 1 Gbps | 10 Gbps | 1 |
| McMinn High School | 2215 Congress Pkwy NW | 1 Gbps | 10 Gbps | 1 |
| Mountain View Elementary | 145 County Road 627 Etowah, TN | 1 Gbps | 10 Gbps | 1 |
| Niota Elementary | 418 S. Burn Rd Niota, TN | 1 Gbps | 10 Gbps | 1 |
| Riceville Elementary | 3592 Hwy 11 S Riceville, TN | 1 Gbps | 10 Gbps | 1 |
| Rogers Creek Elementary | 137 County Road 82 Athens, GA | 1 Gbps | 10 Gbps | 1 |
| McMinn A.I.M. School | 120 County Road 383 Athens, GA | 100 Mbps | 2 Gbps | 1 |

Content filtering - The McMinn County School District is also seeking solutions for content filtering which is compliant with the Children’s Internet Protection Act (CIPA). Pricing for this solution must be provided as a separate cost.

The following features are required:

- Authorized Override functionality and online administration
- Complete online, real-time control of category selection and blacklists and whitelists
- Reporting Features
- HTTPS filtering
- Private IP address and user visibility

The service provider needs to be able to offer filtering capabilities for mobile laptop initiatives where filtering carries over to the students when they are away from the school network (at home filtering).

Service Level Agreements - Each service provider must include their Service Level Agreements (SLA). The SLA must include a detailed description of the terms used in the SLA and include punitive consequences for failures to deliver services in the identified timeframes. At a minimum, the SLA must address the following elements:

- Network availability: The industry standard of 99.999% up time is preferred. Service provider will describe how they calculate availability
- Packet Latency (<=20ms for fiber-based services)
- Packet loss (<=0.25%)
- Installation intervals for new service requests and service changes
- Maintenance response times for service outages
- Consequences for noncompliance with SLA terms, including financial penalties and grounds for contract termination (amount(s) to be negotiated).

Hosted firewall service – The McMinn County School District is also seeking bids for hosted firewall service from the same provider providing the Internet Access service. The service must be able to handle the minimum of 500 Mbps of traffic inbound and outbound. It must also be scalable to accommodate growth of the network.

Consistent with the Federal Communication Commission’s direction in the Sixth Report and Order and the E-rate Modernization Order that **only basic firewall protection provided as part of Internet access is**

eligible as a Category One service and that ***other firewall services are eligible as Category Two services***. Service providers must specify if the proposed firewall service is defined as Category 1 basic firewall protection or if it is a Category 2 firewall service