

**REQUEST FOR
PROPOSAL / QUALIFICATIONS**

**Monroe County
Water Authority**



Telecommunications & Internet Services

December 20, 2023

Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

The Monroe County Water Authority (MCWA) is seeking proposals from prospective Information Technology Service Providers for Telecommunications and Internet Services. Component 1, Telecommunications services includes: local and long distance calling, POTS lines, SIP Trunking, T1 PRI(s). Component 2 is for Internet services.

Prospective Proposers must offer a proposal that will meet the applicable scope of services, qualifications and general description of capabilities identified in Section 2 of this document. Proposers will be allowed to bid on both components together or either/or individually.

In responding to this RFP/Q, Proposers **must** follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing MCWA with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the MCWA review and assessment process.

1.2 RFP/Q Procurement Officer

The RFP/Q Procurement Officers identified below are the sole point of contact regarding this RFP/Q from the date of issuance until the selection of the successful Proposer.

Justin Moore
Justin.Moore@mcwa.com
Phone (585) 442-2001 x253

Monroe County Water Authority
PO Box 10999
475 Norris Drive
Rochester, New York 14610-0999

1.3 Presentation and Clarification of MCWA's Rights and Intentions

MCWA intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit MCWA to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any equipment. MCWA reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP/Q if it is in the best interest of MCWA to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFP/Q if it is in the best interest of MCWA to do so.

1.4 Timeline

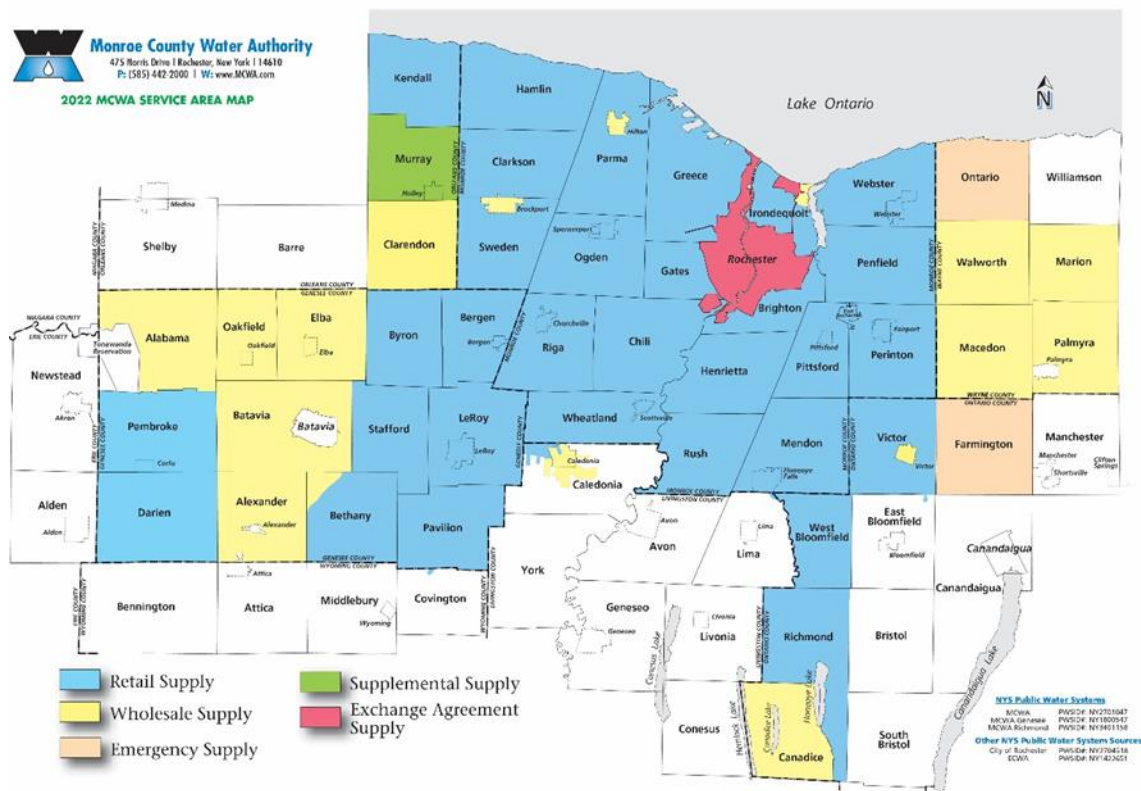
The schedule of events for this RFP/Q is anticipated to proceed as follows:

- ◆ All questions from Proposers must be emailed to the RFP/Q Procurement Officer by 5 PM Eastern Time on January 3, 2024.
- ◆ Answers to questions will be sent back to all eligible Proposers and posted on the MCWA Website by EOD January 5, 2024.
- ◆ Final RFP/Q submissions must be received by 11:00 AM Eastern Time on January 18, 2024 at the address shown in Section 3.1.

1.5 Overview of the Organization

The Monroe County Water Authority provides high quality, safe and reliable water, in a financially responsible manner. MCWA was created by State legislation in 1950 to solve the water supply needs of this community. In 1959, the Authority took over the assets of the private New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City. As surrounding towns and villages faced new water supply challenges, the Authority's service area has steadily grown. Today, the Authority serves over 180,000 customers in every town and village in Monroe County (partially in the City of Rochester) plus towns, villages and other water authorities in each of the five adjacent counties.

The communities served are shown below:



SECTION 2 – DETAILED SCOPE OF WORK

2.1 Proposal Detail

Below are the tasks and deliverables to be completed under this contract. Additional tasks may be required as appropriate and are also not subject to additional fees or charges. Refer to Section 3 for further detail regarding response formats and requirements.

2.2 Price Proposal

The Price Proposal format in Appendix A should be based on the following requirements outlined in the remainder of Section 2.

2.3 Current State

The Monroe County Water Authority currently utilizes a networked VoIP telephone system that serves about 300 lines. The system is redundant with PBXs residing at the Norris Drive Main Offices (475 Norris Drive) and the Shoremont Water Treatment Plant (4799 Dewey Avenue). The current PSTN connections to these systems are SIP circuits terminating at both sites. A T1 PRI, and POTs lines are included as well for redundancy purposes. The systems are interconnected via fiber optic cable. The system utilizes a three digit dialing plan managed by Information Technology. Phone sets are IP based with Caller ID with Name enabled. The system is also equipped with central Voice Mail.

Diverse Carrier 1GB Internet Services reside at both locations listed above as well. The preference is to have diverse ISPs with one at each location for redundancy and load balancing purposes.

2.4 Component 1: Telecommunications Requirements

2.4.1 Cut Over

For new Service Providers, the cut over requires, at minimum:

- Local service and account support/management personnel
- Provisioning of all necessary hardware to Monroe County Water Authority-specified “demarcation points”
- Pre-cutover testing of all SIP trunks/PRI circuits to specified CPE interface
- After-hours and weekend circuit cutover technical availability at no extra cost
- Number porting and remote call forwarding at no extra cost
- It is the responsibility of the successful bidder to obtain a CSR (Customer Service Record) from the current service supplier and work with MCWA IT personnel to insure that all existing numbers are correctly ported to the proposed SIP/PRI service

2.4.2 Maintenance & Billing Requirements

Secure online web portal

A listing of all billed circuits and DID's associated with those circuits should be included along with usage, billing, and payment history. Call forwarding ability in the event of PBX maintenance / failure should also be included in the portal.

Billing

All invoicing must itemize per-circuit product cost and associated surcharges. All product discounts must be applied when calculating any variable costs – discounts are not to be applied globally after the fact in any calculations. Monroe County Water Authority is New York State tax exempt.

Reporting on usage and monthly recurring costs is required as part of this on-line system. Monthly charges are to be invoiced and mailed to a specified address/department. The Monroe County Water Authority requires that circuit and individual telephone numbers be clearly identified on the bill and identified with the physical site where they terminate.

Under this contract, billing for new services/activations will not start until testing phase has been completed and accepted by MCWA (i.e. fully provisioned to successfully process outgoing/incoming calls with Monroe County Water Authority's actual DID range on connected Monroe County Water Authority VoIP system(s), including tested and working PS/ALI functions, Caller ID with Name and Long Distance service, regardless of delivered date or date when the service is connected to system(s) by Monroe County Water Authority's contracted phone vendor.

Maintenance Credit for Downtime

In the event of SIP or PRI circuit failure resulting in loss of use of the service past the repair completion threshold, the Successful Bidder is obligated to post a maintenance credit to the account to which the circuit is billed at the average daily rate, per circuit starting on the second calendar day after circuit was first reported down/inoperable.

Early Termination

There must be no penalty for early termination of individual circuits and/or DID number(s) and no minimum quantities or revenues for any service (no minimum usage guarantee or "MUG").

All services, regardless of when they were ordered during the duration of the contract, must have a co-termination date, namely at the end of the third year or renewable terms after the contract was initially executed.

Maintenance Responsibility & Service Level Agreement

Vendor will provide MCWA with a 24x7 365 days / year telephone number to call for support. 1 hour response time and 4 hour repair time is required for critical system outages.

Account Manager

The Monroe County Water Authority requires Successful Bidder to provide one local, single point of contact throughout the contract term and optional extensions, who will provide prompt, direct and in-person support for ordering, implementation, account management, billing support, regular correspondence and other high-level company representation.

Pricing

If, for any reason during the term of the contract, the service supplier reduces the pricing for similar services or products regardless of volume or contractual term, the Monroe County Water Authority must receive an equivalent reduction in pricing for the services or products delivered. The Successful Bidder(s) must notify the Monroe County Water Authority of such cost reductions as they occur over the term of the contract.

In Appendix A to follow, please enter all recurrent rates/charges/fees that will be applied monthly as well as other fees (One-time Fees such as Installation Fees, etc.)

2.4.3 Local Telephone Service

It is the Authority's expectation that local telephone service will have unlimited local calling, at no additional charge for the MCWA service area as indicated in the preceding map on page 4. If that is not an option for the bidder, please indicate in Table 4.2 any applicable charges.

2.4.4 Flat Rate SIP Trunk Service

SIP Trunks shall be delivered and terminated within the Monroe County Water Authority's designated MDF (Main Distribution Frame) rooms or Data Center with no extra cabling installation cost. This shall be considered the demarcation point up to which the carrier is responsible to maintain service. Further, SIP circuit numbers shall be clearly labeled on the installed equipment. All equipment required to deliver and maintain SIP Trunks up to the demarcation point must be included in the Successful Bidder's monthly unit price.

Diverse routing of SIP service is required for the purpose of eliminating single points of failure. There shall be no one component that, if failed or unavailable, would prevent the other SIP Trunk from operating at full capacity. Routing will be to each of the identified locations to provide redundancy.

SIP Interfaces shall provide a total of 48 voice channels/ sessions, DID/DOD service with Caller ID with name.

SIP services shall be provisioned as a single trunk group to each facility. In the event of a failure in a SIP circuit, calls will be routed to the remaining active connection(s).

Connectivity will have terminations at the 475 Norris Drive facility as well as a connection at 4799 Dewey Avenue, the Shoremont Water Treatment Plant.

2.4.5 DID (Direct Inward Dialing) Numbers

The Monroe County Water Authority retains blocks of DID numbers and intends to maintain/reserve the existing DID range. The number blocks or portions thereof must be available to any/all installed SIP trunks per the direction of Monroe County Water Authority Information Services. There shall be no additional charge to move or delete DID numbers (and/or ranges) to/from circuits/trunk groups.

2.4.6 Incoming Toll Free 800 Number Service

Monroe County Water Authority retains an 800/888/877 numbers that are automatically ported/forwarded to certain DID numbers. Successful Bidder will configure per Monroe County Water Authority Telecom requirements.

2.4.7 Analog Telephone Lines (POTS)

Existing analog lines are to be maintained as directed by MCWA. Should there be a need for additional lines they are to be added within the pricing structure of the contract with no additional penalty or extraordinary service charges.

2.4.8 Long Distance Telephone Service

Please indicate in Table 4.3 all charges for long distance telephone service that apply.

2.5 Component 2: Internet Connectivity Requirements

MCWA requires terminations at the 475 Norris Drive facility as well as a connection at 4799 Dewey Avenue, the Shoremont Water Treatment Plant.

The connection shall provide a minimum of 1 GB at each location (optional higher bandwidth tiers should be included in Appendix A table 6.4 for future upgrades).

The provider shall furnish the service and it will include the “last mile” of connectivity, via fiber, without relying on another provider.

Service shall expect to be online at a minimum of 99.999% of the time. Any outages at either location that do not meet this service reliability will receive a prorated discount on the subsequent bill.

A unique service provider will be selected for each location.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

- A. Acceptance Period and Location:** To be considered, Proposers must submit a complete response to this RFP/Q. Proposers not responding to all information requested in this RFP/Q or indicating exceptions to those items not responded to may have their proposals rejected. The sealed Proposal must be received before the time designated in Section 1.4. Proposals must be delivered to the address below via delivery service (such as UPS or FedEx) with instructions to Deliver to Bid Box located at Employee Entrance, Door #19. Proposers have sole responsibility to contact the Procurement Officer to confirm receipt of the Proposal. US Mail and hand delivery are not an acceptable means to deliver to this location. Proposals sent via US Postal Service will be returned, unopened. Please address the proposals to:

Attn: Justin Moore
475 Norris Drive
Bid Box located at Employee Entrance, Door #19
Rochester, New York 14610-0999

B. Required Copies: Proposers must submit one (1) signed original Proposal and three (3) copies of the signed original proposal. An official authorized to bind the Proposer to its provisions must sign proposals.

C. Economy of Preparation: Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP/Q. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.

3.2 Response Date

To be considered, a sealed Proposal must arrive on or before the location, time and date specified in Section 1.4. **Requests for extension of the submission date will not be granted.** Proposers mailing proposals should allow ample delivery time to assure timely receipt of their proposals. Proposals must be delivered via a trackable overnight service. No proposals will be accepted via US Mail or via email.

3.3 Clarification of RFP/Q and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing via email to the RFP/Q Procurement Officer by the date and time listed in section 1.4.** Questions and answers will be provided to all eligible Proposers and posted on the MCWA website. MCWA reserves the right to not respond to questions that are too sensitive in nature or pose a risk to the security of any networks, computer systems, and data. No contact will be allowed between the Proposer and any other member of MCWA with regard to this RFP/Q during the RFP/Q process unless specifically authorized in writing by the RFP/Q Coordinator. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFP/Q

In the event it becomes necessary to revise any part of this RFP/Q specification, addenda will be provided to all eligible Proposers. An acknowledgment of such addenda, if any, must be submitted with the RFP/Q response.

3.5 Organization of Qualification and Proposal Statement

This section outlines the information that **must** be included in your Qualifications and Proposal Statement. Please respond with your information in the same order as the items in the section.

A. Summary of the proposal: Include a table view that summarizes the

proposal at the beginning.

- B. Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees.
- C. Qualification description:** Provide detailed information relating to the qualifications of the personnel proposed to support this engagement. Include descriptions of at least five similar projects that were completed by the personnel proposed for this project.
- D. Cost Proposal:** Provide pricing for services as outlined in Appendix A.
- E. Optional features:** List any options that are recommended that exceed the specification and any cost associated.
- F. References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
- i. Name and address of the client;
 - ii. Name and contact information for the person;
 - iii. Summary of the services provided.
- G. Procurement Form:** Include and **sign** the procurement disclosure form contained in Section 4.6. Failure to do so will disqualify proposers from consideration from evaluation.

3.6 Method of RFP/Q Evaluation

- A. RFP/Q Evaluation Committee:** Selected personnel from MCWA will form the evaluation committee for this RFP/Q. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP/Q and make a recommendation for award.
- B. RFP/Q Evaluation and Selection Criteria:** All properly prepared and submitted Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined in Section 2. RFP responses will be evaluated on the following criteria:
- Overall Pricing
 - Qualifications of Personnel
 - References and Like Projects
 - Ability for Timely On-site Response
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for proposals is subject to prior approval by the MCWA Board of Directors.

3.7 Investigations

MCWA reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. MCWA reserves the right to visit a prospective Proposer's place of business to determine the existence of the company and the management capabilities required to administer this agreement. MCWA will not consider Proposers that are in arrears to MCWA, in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

MCWA reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of MCWA. MCWA is not committed, by virtue of this RFP/Q, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of MCWA. If it is in its best interest to do so, MCWA reserves the right to:

- A.** Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer selected will be chosen on the basis of greatest benefit to MCWA as determined by an evaluation committee.
- B.** Negotiate contracts with the selected Proposers.
- C.** Award a contract to more than one Proposer.

4.2 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer may become contractual obligations, should a contract ensue. Failure of a Proposer to accept these obligations may result in cancellation of the award.

4.3 Contract Payment

Actual terms of payment will be the result of agreements reached between MCWA and the Proposer selected.

4.4 Incurring Costs

MCWA is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.5 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in MCWA upon submission of the Proposer's proposal to MCWA without any obligation or liability by MCWA to the Proposer. MCWA has the right to use any or all ideas presented by a Proposer.

MCWA reserves the right to ownership, without limitation, of all proposals submitted. However, because MCWA could be required to disclose proposals under the New York Freedom of Information Law, MCWA will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, MCWA will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.6 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law § 139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

**OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J
AND 139-K**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: 231220-01

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Circle one):

Yes No

If yes, answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

(Circle one):

Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Circle one):

Yes No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Circle one):

Yes No

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination: _____

Basis of Determination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the MCWA Water Authority's Procurement Disclosure Policy, Code of Ethics Policy and Conflict of Interest Policy as required by State Finance Law § 139-j(3) and § 139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law § 139-k and § 139-j is complete, true and accurate.

By: _____

Date: _____

(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____

(Company Name)

Bidder/Offerer Address: _____

Bidder/Offerer Phone Number: _____

APPENDIX A – Pricing Sheet

Table 6.1 – Component 1 – Telecom Monthly Recurring Rates/Charges

Service	Quantity	Rate	Total Charge Per Month	Yearly Total
SIP 5Mb Access	2			
SIP Call Sessions	48			
T1 PRI (475 Norris Dr.)	1			
Toll Free Lines	3			
POTS Lines Norris Dr.	13			
POTS Lines Dewey Ave.	6			

Table 6.2 – Component 1 – Telecom Long Distance Telephone Service

Service	Minutes*	Rate	Total Charge Per Month	Yearly Total
Regional	160			
In-State	1500			
Out-of-State	600			
*Minutes given are estimated monthly usage minutes and are to be used for comparison purposes only.				

Table 6.3 – Component 2 – Internet Services

Service	Quantity	Charge Per Month	Yearly Total
475 Norris Drive – 1 GB	1		
475 Norris Drive – 2 GB	1		
4799 Dewey Ave – 1 GB	1		
4799 Dewey Ave – 2 GB	1		
*Separate internet services provided to 475 Norris Drive, Rochester, NY 14610 and 4799 Dewey Avenue, Rochester, NY 14612			

Table 6.4 – Optional Pricing - include any additional / missing services here for both component 1 and 2

Service	Quantity	Rate	Total Charge Per Month	Yearly Total
Example: Higher Internet bandwidth tiers				