

**REQUEST FOR PROPOSALS**  
**CENTRAL-OFFICE-BASED PHONE SERVICE**  
**FOR DESIGNATED CITY OF LITTLE ROCK FACILITIES**

Bid # 15124

**I. GENERAL**

The City of Little Rock ("City") seeks qualified bid proposals for Plexar, Centrex or equivalent phone service for designated City facilities. Options should be provided for a three (3) year contract.

**II. QUALIFICATIONS**

Each bidder's past performance will be evaluated to determine its ability to provide the needed service. Bidders must provide at least three (3) reference accounts for Plexar, Centrex or equivalent phone service in the United States. These reference accounts must have been active for at least one (1) year but should not be more than three (3) years old. For each account, bidders must identify the contact person's name, e-mail address and telephone number. The City reserves the right to obtain additional information about the bidder's past performance and ability to meet the City's specifications.

**III. PROPOSALS AND PRICING**

The bidder's proposal shall include the bidder's qualifications and the bidder's proposed solution for the requested phone service. The proposal also must include a cover letter signed by the bidder's authorized signatory. The proposal must not include pricing information. Pricing must be submitted in a separate sealed envelope as described in Article IV below. **Inclusion of pricing in the bidder's proposal will eliminate the bid from consideration.**

**IV. SUBMISSIONS**

To be considered, six copies of the bidder's signed proposal and bidder's signed and separately sealed price sheets must be received by the City of Little Rock Purchasing Manager no later than **3:00 p.m. on Friday, April 17th** at the following address:

Mr. Abdoul Kabaou, Purchasing Manager  
City Hall  
500 West Markham, Suite 300  
Little Rock, Arkansas 72201

The bidder's signed price sheets must be sealed in a separate opaque envelope clearly marked "PRICING" with the City's bid number and the bidder's name and address identified on the envelope. The sealed pricing envelope must be submitted with six copies of the bidder's proposal in a sealed opaque envelope clearly marked "CITY OF LITTLE ROCK CENTRAL-OFFICE-BASED PHONE SERVICE BID PROPOSAL" with the City's bid number and the bidder's name and address also identified on the envelope.

At the above-noted time and location, the proposals will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act. Proposals will be evaluated for responsiveness and responsibility by a review committee appointed by the Little Rock City Manager. The sealed pricing envelope will be opened only if the proposal is responsive and the corresponding bidder is determined to be qualified to provide the service. The City reserves the right to waive minor deviations and informalities.

Bid proposals must be in English, and bid prices must be in U.S. currency. Pricing must be valid for ninety (90) days after the bid opening and must remain firm for the term of the contract. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its bid proposal.

## V. QUESTIONS

All procedural questions regarding this Request for Proposals ("RFP") must be submitted in writing to Abdoul Kabaou, City of Little Rock Purchasing Manager, at [akabaou@littlerock.org](mailto:akabaou@littlerock.org). Requests for technical information or clarification concerning this RFP must be submitted in writing to Melissa Bridges, Network Security Manager, at [mbridges@littlerock.org](mailto:mbridges@littlerock.org). Questions must include "RFP No. 15124" in the subject line of the email and must be submitted no later than **Friday, March 27<sup>th</sup> by 12:00PM**. Any clarification of or amendments to this RFP will be published on the City's website at [www.littlerock.org](http://www.littlerock.org). The City will respond to all questions no later than **Tuesday, March 31st**. Answers will be posted to the City's website. It is the bidder's responsibility to review the CLR bid information online in order to obtain all available information and updated requirements for this RFP.

## VI. RESERVATION

The City reserves the right to reject any and all proposals. Publication of this RFP does not commit the City to contract for services or to procure equipment.

## VII. COMPLIANCE

The successful bidder must comply with applicable federal laws, State laws, and local ordinances and regulations in effect during the term of the contract and must agree not to discriminate against any individual because of race, religion, gender, age, color, national origin or disability, as such relates to the performance of the contract. The successful bidder's proposal must be able to meet all accessibility requirements through the incorporation of features or other reasonable means which would constitute reasonable accommodation under the Americans with Disabilities Act.

## VIII. PROPOSAL TERMS AND CONDITIONS

8.1. Amendments. This RFP and the Terms and Standard Conditions for all of the City's invitations for bid ("Standard Conditions") shall not be changed or altered except by official written addendum issued by the City of Little Rock Purchasing Manager. Clarification of and amendments to this RFP will be posted on the City's website at [www.littlerock.org](http://www.littlerock.org). **It is the bidder's responsibility to review the City's bid information online to ensure that they have received and responded to all amendments to the RFP.**

8.2. Acceptance of Terms. Submission of a response to this RFP constitutes acceptance of all terms and conditions described herein. This RFP and the City's Standard Conditions become a part of the successful bidder's contract and supersede all prior or contemporaneous representations, agreements or understandings, whether written or oral. In the event of a conflict, the terms of this RFP override the City's Standard Conditions.

Please note that the City's purchase of equipment and services from the successful bidder shall be made pursuant to this RFP and shall not be made pursuant to any prior or contemporaneous agreement between the parties, whether written or oral.

8.3. Exceptions. The bidder may attach a list of any necessary exceptions to the RFP terms and conditions or the City's Standard Conditions. All exceptions must be described on one attachment to the bidder's proposal, and must include the legal basis for each exception. The City will not consider an exception unless the bidder establishes that it is justified by a requirement or prohibition of Federal law, Arkansas law, Arkansas Public Service Commission Rules, or by applicable Tariff requirements. Exceptions may only be approved in writing signed by the City's authorized signatory.

8.4. Signatory. The official who is authorized to sign contracts on behalf of the bidder must sign the bid proposal and the price sheets in ink. **Bid proposals and price sheets that are not signed by the bidder's authorized signatory will not be considered.**

8.5. Costs. Pricing must be valid for ninety (90) days after the bid opening and must remain firm for the term of the contract. Bids are to be based on the unit price for the items or services described on the price lists. The unit cost per month must include the trunk needed for basic central-office-based service and all standard features. The pricing must identify the standard features included in the single line price. In addition, the bidder's cost proposal must include a list of optional features available to the City with the unit cost per month for each optional feature. Bidders also must provide in their cost proposal a separate itemized list of all one-time, nonrecurring charges (if any) that the City will incur, including but not limited to installation costs. Pricing for basic service, standard features, optional features, and non-recurring charges must include all associated costs. With the exception of an increase in taxes or regulatory fees, the City shall not be obligated to pay any costs that are not included in the bidder's price proposal even though such cost is subsequently incurred by the bidder in order to provide the contracted services or equipment or to achieve the required quality of service.

8.6. Taxes. Sales or Use Tax and applicable fees should be included in the bid price. The bidder should itemize these costs or note that they are included in the unit cost per month. The successful bidder must register with and remit taxes directly to the Arkansas Department of Finance and Administration.

8.7. Payment. Payment will be made only after the reliability and effectiveness of the service has been established by the successful bidder. Invoices should not be submitted until after acceptance of the service by the City. After delivery and acceptance of the service, invoices for services rendered must be provided on a monthly basis as follows:

- a. A monthly summary and detail reports must be sent to the City by the 10<sup>th</sup> of each month.
- b. All invoice details are to be delivered in electronic form (Internet, FTP, etc.) as determined by the City. The preferred method is to download invoice details into an Excel spreadsheet or a .csv format.
- c. The invoice, invoice remit, and summary must be delivered via the above electronic form and must be available on paper at no cost to the City.

- d. Billing for the service provided must be based on the fixed flat charges as proposed. Discount percentages or other algorithms necessary to calculate the fixed flat charges should be included in the bidder's cost proposal but are unacceptable for purposes of billing.
- e. Billing must be broken down based on accounting unit identifiers provided by the City based on City department divisions. Applicable taxes and fees must be included in the accounting unit's portion of the invoice.
- f. The successful bidder shall verify each month's billing on each account for accuracy.

Each bidder must describe, and provide a sample of, all billing options that will be available to the City and provide the cost of each. Each bidder also must submit a sample of the invoice and summary reports. The process for resolving billing errors on any City accounts and the turn-around time for correcting these billing errors must be described in detail. The bidder also must describe in detail how credits and checks will be issued for any charges incorrectly invoiced to the City where the City has remitted payment.

8.8. Recordkeeping. The successful bidder shall maintain all financial and accounting records related to the contract in accordance with generally accepted principles of accounting. Such records shall be made available, upon request, to the City during the term of the contract.

8.9. Term. The term of the agreement shall be three (3) years.

8.10. Non-Appropriation of Funds. The City reserves the right to terminate the agreement without penalty at such time as appropriated funds are not available to satisfy the obligations of the City under the agreement. The failure of the City to make an appropriation in any given year shall not be deemed a breach of the Agreement, nor give rise to any cause of action for legal or equitable relief. To the extent possible, the City shall give the successful bidder written notice ninety (90) days prior to such termination.

8.11. Cutover. The successful bidder must establish Central-Office-Based phone service for all locations identified in this RFP within **ninety (90) days** after execution of the agreement.

8.12. Risk of Loss. Any equipment that is purchased from the successful bidder for implementation of this phone service must be delivered to the City free-on-board destination.

8.13. Compliance and Indemnification. As noted above, the successful bidder must comply with applicable Federal laws, state laws, and local ordinances and regulations in effect during the term of the contract and must agree not to discriminate against any individual because of race, religion, gender, age, color, national origin or disability, as such relates to the performance of the contract. The successful bidder's proposal must be able to meet all accessibility requirements through the incorporation of features or other reasonable means which would constitute reasonable accommodation under the Americans with Disabilities Act. The successful bidder shall indemnify and save harmless the City against any claim or liability arising from violation of any applicable law, ordinance or regulation.

8.14. Governing Law. The agreement with the successful bidder shall be governed and construed in accordance with Arkansas law or Federal law, as applicable. In the event of any legal action to enforce or interpret the agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The Statute of Limitations, as provided under Arkansas law, shall not be waived.

8.15. Confidentiality. Upon opening, all bid submissions become public information subject to disclosure under the Arkansas Freedom of Information Act. Proprietary information provided by the successful bidder for purposes of contract execution or project implementation shall be protected from disclosure to the extent allowed by Arkansas law.

## IX. PROJECT REQUIREMENTS

### 9.1. Compatibility.

- a. The proposed central-office-based phone service must be compatible with existing City telephone sets.
- b. The proposed service must be fully compatible with existing wiring and phone jacks.

9.2. Phone Lines. The City expects that approximately Two Hundred Seventy-Five (275) phone lines will be involved in the initial contract for services. These lines are currently set up on a one to one basis with the trunks.

9.3. Features. The basic service must include, but is not necessarily limited to, the following features:

- a. Call Forwarding
- b. Call Hold
- c. Call Park
- d. Call Transfer
- e. Call Waiting
- f. Caller ID
- g. Direct Inward and Outward Dialing
- h. Hunting
- i. Three-Way Calling
- j. Message Waiting Indicator
- k. Call reporting of inbound and outbound calls by phone number. Must include start and end time, duration of call, whether the call is inbound or outbound, and the phone number associated with the inbound or outbound call.
- l. Lines must be directed by PIC Code to City's long-distance carrier and accessed by the user's long-distance code.

Each bidder must list and describe in its pricing sheets all of the standard features included with the service for a fixed flat per unit charge per month. The separately sealed pricing sheets also must include a list of all optional features that will be available to the City, including but not limited to Voice Mail, and provide the per-unit cost per month for each feature. (See Section IV above for additional pricing submission requirements.) The City does not guarantee that any minimum number of service features will be purchased or, if purchased, that the feature will remain in service for any minimum time period.

9.4. Phone Numbers. The service must retain the use of current phone numbers at each existing location.

9.5. Changes. The City reserves the right to decrease the total number of lines, locations or services by 30% without a rate increase or cost to the City. The City also reserves the right to increase the total number of lines, locations or services without a rate increase. New lines will be added at the contracted price, and service will co-terminate with the existing agreement.

9.6. Point of Contact. A single point of contact (one phone number) must be provided by the successful bidder for all trouble reporting even if the successful bidder subcontracts for portions of the service. The single point of contact must be maintained for the entire duration of the agreement, staffed by qualified personnel, and available 24 hours/day seven days/week.

9.7. Performance Requirements. The City expects that the successful bidder will be able to maintain a minimum of 99.99% up time during the term of the agreement. If this level of performance is not maintained, the successful bidder will receive written notice to take necessary action to improve performance. If the successful bidder fails to meet the performance requirements of this RFP within thirty (30) calendar days after receipt of the City’s notice, the agreement may be terminated by the City.

9.8. Service Locations. The following street locations represent the existing City facilities requiring Central-Office-Based phone service:

12 <sup>th</sup> Street Police Station	3917 W. 12 <sup>th</sup> Street	72204
Airport Police	1 Airport Road	72202
Animal Services	4500 Kramer Street	72204
Asher Avenue Parks Maintenance Shop	9009 Asher Avenue	72201
Boyle Park Maintenance Shop	3101 Boyle Park Road	72204
Capitol View-Stifft Station Alert Center	2715 W. 7 <sup>th</sup> Street	72205
Central Fire Station	624 S. Chester Street	72201
Central High Alert Center	1108 S. Park Street	72202
City Hall	500 W. Markham Street	72201
CNG Station	501 Ferry Street	72202
Courts Building	600 W. Markham Street	72201
Cumberland Police Kiosk	301 E. Capitol Avenue	72201
Dunbar Community Center	1001 W. 16 <sup>th</sup> Street	72202
East of Broadway Alert Center	500 E. 21 <sup>st</sup> Street	72206
Fire House Hostel	1201 S. Commerce Street	72202
Fire Station 10	5220 Kavanaugh Blvd.	72207
Fire Station 11	5300 S. University Ave.	72209
Fire Station 12	7003 Cantrell Road	72207
Fire Station 13	1105 E. Roosevelt Road	72206
Fire Station 14	8121 Colonel Glenn Road	72204
Fire Station 15	8915 Kanis Road	72205
Fire Station 16	11000 Southridge Drive	72212
Fire Station 18	11300 Mabelvale West Road	72103
Fire Station 19	10621 Chicot Road	72103
Fire Station 2	524 E. 9 <sup>th</sup> Street	72202
Fire Station 20	300 Oak Meadow Drive	72211
Fire Station 21	17000 Chenal Valley Drive	72223
Fire Station 22	900 Temple Street	72202

Fire Station 23	4500 Rahling Road	72223
Fire Station 3	4321 W. 22 <sup>nd</sup> Street	72204
Fire Station 4	7500 Lindsey Road	72206
Fire Station 6	2218 W. Roosevelt Road	72206
Fire Station 7	4101 W. Markham Street	72205
Fire Station 9	1324 N. Shackelford Road	72211
Fire Training	7000 Murray Street	72209
Fleet Services Administration	3314 J E Davis Drive	72209
Gillam Park	5301 Gillam Park Road	72206
Hindman Golf Course	60 Brookview Drive	72209
Hinton Resource Center	3805 W. 12 <sup>th</sup> Street	72205
Information Technology Building	718 W. Markham Street	72201
Interstate Ballpark	3900 S. Arch Street	72206
Interstate Ballpark Maintenance	4200 S. Arch Street	72206
Jim Dailey Fitness Center	300 S. Monroe Street	72204
Landscape & Urban Forestry	3324 S. Arch Street	72206
Little Rock Zoo	1 Zoo Drive	72205
MacArthur Military Museum	503 E. 9 <sup>th</sup> Street	72202
Mann Road Alert Center	9209 Mann Road	72209
MLK Heritage & Enrichment Center	3012 Dr. M.L. King Jr. Drive	72206
Nathaniel Hill Center	2500 E. 6 <sup>th</sup> Street	72202
Oak Forest Alert Center	2823 S. Tyler Street	72204
Office of Emergency Services	720 W. Markham Street	72201
Ottenhiemer Center	7201 Dahlia Drive	72209
Ozark Point Tower	701 N. Martin Street	72205
Pankey Community Police Substation	13700 Cantrell Road	72223
Parks East Maintenance Shop	2600 E. Capitol	72206
Parks Housing	4400 River Mountain Road	72212
Planning & Development Building	723 W. Markham Street	72201
Police	900 S. Shackelford Road	72211
Police Aviation	11400 Ironton Cut Off Road	72206
Police Headquarters	700 W. Markham Street	72201
Police Northwest Patrol Division	10001 Kanis Road	72211
Police Southwest Patrol Division	6401 Baseline Road	72209
Police Training Academy	10901 Arch Street	72206
Police VAPD Downtown Patrol Division	300 E. Roosevelt Road	72206
Public Works Administration	701 W. Markham Street	72201
Public Works Street Operation	3312 J E Davis Drive	72209
Rebsamen Golf Course	3400 Rebsamen Park Road	72202
Rebsamen Tennis Center	1501 Leisure Place	72204
River Market Police Kiosk	421 President Clinton Avenue	72201
Solid Waste – Administration & Landfill	10803 Ironton Cut Off Road	72206
Solid Waste – Collections	10805 Ironton Cut Off Road	72206
Solid Waste – Scale House	10801 Ironton Cut Off Road	72206
South End Alert Center	1100 W. 33 <sup>rd</sup> Street	72206
Southwest Community Center	6401 Baseline Road	72209
Stephens Community Center	3701 W. 18 <sup>th</sup> Street	72204
The Centre at University Park	6401 W. 12 <sup>th</sup> Street	72204

Tower Site – Shinall Mountain	18621 Two Towers Road	72223
Traffic Engineering	621 Broadway Street	72201
Upper Baseline Alert Center	4600 Baseline Road	72209
Valley Drive Alert Center	5621 Valley Drive	72209
Wakefield Alert Center	7414 Doyle Springs Road	72209
War Memorial Golf Course	5511 W. Markham Street	72205