



Request For Proposals # MT-ENS 2018

**Emergency Notification and Campus
Safety System RFP**

1 **Issued by:**
2
3 MiCTA
4 4805 Towne Centre Rd, Ste 100
5 Saginaw, MI 48604
6 (888) 964-2227
7
8
9

10 **RFP SCHEDULE**

11 **Issue Date:** Friday March 9, 2018

12

13 **Intent To Respond Deadline:** Friday March 23, 2018, 4:30 PM EDT

14

15 **Deadline for written questions:** Friday, April 6, 2018, 4:30 PM EDT

16

17 **RFP Response Deadline:** Friday, April 13, 2018, 4:30 PM EDT

18

19

20 **RFP CONTACT**

21 Tim von Hoff

22 Chief Executive Officer, MiCTA

23 rfp@mictatech.org

24

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118

119 **2 Introduction**

120 **2.1 Request For Proposals**

121 MiCTA is issuing this Request For Proposals (RFP). This RFP seeks qualified potential
122 vendors to provide:

123 Emergency Notification and Campus Safety System (ENS)

124 Qualified vendors may include providers that are licensed or authorized to provide one or
125 more of these products and services; that can deliver one or more of the requested products
126 and services on a local/regional or national basis; that demonstrate the technical and
127 professional capacity to deliver the products and services described or requested in this
128 RFP; and that have demonstrated a successful history of satisfactory product delivery or
129 service provision with regard to these products and services.

130 This document will serve as a basis for your response. In addition to responding to the
131 questions placed herein, prospective vendors will complete a cost proposal that details all
132 of the costs, fees, and charges associated with their proposed services. This cost proposal
133 will be delivered along with the rest of your response documents in a separate, sealed
134 envelope that is clearly marked as containing the cost proposal. More information on the
135 format of your response will be provided on pages 12 - 14 of this document.

136 **2.1.1 Purpose and Scope of RFP**

137 The purpose of the RFP is to solicit offers from qualified potential vendors who can
138 provide high quality Emergency Notification and Campus Safety System (ENS) to our
139 members under the terms of our Master Services Agreement (MSA).

140 **Please read the entire document** for more information and specifications on each service
141 area for which MiCTA is seeking offers. A sample of the MiCTA Master Service
142 Agreement is also included at the end of this RFP document.

143 The MSA includes the body of the MSA, Attachment A, which lists the services or
144 products included in the offer, Attachment B, which is the price list, Attachment C which
145 is a sample of the Member Participation Agreement, which Members enter into with the
146 vendor to accept the offer in the MSA, and Attachment D, which describes the
147 administrative fees and reporting required of vendors.

148 Potential vendors and their legal counsel are asked to review the terms of the MiCTA
149 MSA carefully prior to submitting a response to this RFP. All questions and concerns
150 regarding the MSA and its Attachments must be raised in the potential vendor's response
151 so that such issues will be considered in the evaluation process.

152 **2.2 About MiCTA**

153 MiCTA is a national non-profit consortium comprised of governmental, health care,
154 higher education, libraries, K-12 schools and school districts, public sector entities,
155 religious and charitable organizations. We aggregate our members' demand and negotiate

156 favorable pricing for essential telecommunications, data, and technology products and
157 services. MiCTA also acts as a provider of services and a clearinghouse for technological
158 and legislative information related to the telecommunications, data and technology
159 interests of its members.

160
161 Among MiCTA's other primary functions are:

- 162 • To identify and resolve voice, data and video problems common to its members;
- 163 • To act as a centralized information source for information related to these
164 technologies;
- 165 • To locate and disseminate information on new products and services to its
166 members;
- 167 • To enhance the competence and professional status of members' personnel
- 168 • To influence the development, reduce the cost and improve the quality of voice,
169 data and video services delivered to the members;
- 170 • To participate in governmental and regulatory proceedings that affect technology
171 issues of central interest and importance to the members.

172
173 MiCTA provides an easy venue for contract purchasing. By issuing an RFP on behalf of
174 our membership, we reduce the time it takes to complete a purchase. Based upon the MSA
175 with our endorsed and approved vendors, we provide mutual marketing support that
176 benefits MiCTA, our membership and our authorized vendor partners.
177

178 **2.3 The MiCTA Model**

179 **2.3.1 MiCTA Membership**

180 MiCTA collects a \$100 or \$200 annual membership fee from its participating
181 organizations depending upon the member's size. The fee is used to pay a portion of
182 MiCTA's overhead. MiCTA also funds its numerous member services by collecting a fee
183 on the sales of goods and services purchased by the membership when they execute the
184 Member Participation Agreement in our Master Service Agreements.

185
186 **For the purpose of developing the cost proposal for this RFP, potential vendors**
187 **should assume that MiCTA is paid an administrative fee on sales of all products and**
188 **services generated through contracts established by this RFP.**

189 **2.3.2 Member and Vendor Benefits**

190 By offering our members consistently better pricing on desirable products and services,
191 MiCTA provides exceptional value to its membership. Therefore MiCTA pricing must be
192 better than pricing available through other cooperative purchasing organizations or
193 individual effort.

194 Additionally, members may buy under the MiCTA Master Service Agreements instead of
195 their own competitive bidding processes. This reduces the number of RFPs issued by the
196 membership. We also provide exceptional value to both our members and to MiCTA-
197 endorsed or approved vendors who only need respond to one RFP rather than dozens of

198 RFPs.

199 **2.3.3 Potential Sales Volume**

200 MiCTA does not collect comprehensive statistics regarding service usage by its
201 membership. MiCTA does not have information regarding the current state of Emergency
202 Notification Systems in use or anticipated to be in use at our member institutions.

203 **2.4 RFP Status**

204 This RFP is not a commitment to award a contract to a responding potential vendor.
205 MiCTA reserves the right to enter into a contract with a potential vendor at its sole
206 discretion and only when MiCTA determines that an offer is in the best interest of MiCTA
207 and its membership. Responding vendors must agree that MiCTA's decisions are final
208 and not subject to appeal.

209 **2.5 Freedom Of Information Act**

210 MiCTA is a private, non-profit organization. Our organization is not subject to Freedom
211 of Information Act (FOIA) requests. Our members may be subject to FOIA requests.
212 MiCTA's policy is to assist members in responding to FOIA requests when at all possible.

213 **3 Responding To This RFP**

214 Potential vendors should provide their best possible pricing on products and services
215 included in their offer. Responding to this RFP constitutes a legal offer to provide the
216 goods or services at the prices bid.

217 **3.1 Eligibility To Respond**

218 Current and past vendors (including their affiliates and/or subsidiaries) that provide or
219 provided services under any previous MiCTA program must fully have complied with the
220 terms of those agreements. Vendors that have not completed all reporting requirements,
221 have outstanding administrative fee payments or have failed to meet other program
222 requirements are not in full compliance. MiCTA will not consider responses to this RFP
223 or future RFPs from potential vendors that have not complied with the terms of a MiCTA
224 MSA. Please direct all questions regarding compliance with existing or prior agreements
225 to the MiCTA office immediately to determine your status of compliance.

226 **3.2 Collusion Among Bidders, Response Rejections**

227 MiCTA shall reject all bids that are a product of collusion among potential vendors, or
228 that are later revealed to have been the product of a collusive agreement. MiCTA shall
229 reserve the right to reject any or all bids. MiCTA also reserve the right to reject a bid not
230 accompanied by the data required by this RFP or that contains incomplete or irregular
231 responses.

232 **3.3 Personal Gain**

233 MiCTA may cancel any contract resulting from this solicitation without any further
234 obligation if any MiCTA employee significantly involved in initiating, negotiating,
235 securing, drafting or creating the contract on behalf of MiCTA is found to be in collusion
236 with any potential vendor to this RFP for their personal gain or for any other reason. Such
237 cancellation shall be effective upon written notice from MiCTA or a later date if so
238 designated in the notice given. Termination of a contract under this provision shall not
239 relieve either party of financial, product or service obligations due to participating
240 members or to MiCTA at the time the contract is voided.

241 **3.4 Intent To Respond Form**

242 All potential vendors should provide complete, correct contact information using the
243 Intent To Respond form that accompanies this RFP. Potential vendors that do not provide
244 a completed Intent To Respond Form may not receive updates, clarifications and
245 responses to questions submitted by other potential vendors. Potential vendors should
246 complete and return the Intent To Respond Form no later than **4:30 PM EDT, Friday,**
247 **March 23, 2018.** Vendors may still submit a responsive offer without submitting an Intent
248 To Respond Form. Returning the Intent To Respond Form does not obligate a potential
249 vendor to submit a response to this RFP.

250 **3.5 RFP Contact**

251 The sole contact for all issues regarding this RFP is:

252 Tim von Hoff
253 Chief Executive Officer, MiCTA
254 4805 Towne Centre Rd, Suite 100
255 Saginaw, MI 48604
256 (888)-964-2227
257 (989) 753-2424
258 rfp@mictatech.org

259 **3.6 RFP Questions**

260 MiCTA requires all prospective vendors to submit questions and clarification requests in
261 writing to the RFP contact. MiCTA explicitly cautions prospective vendors not to rely on
262 oral representations regarding this RFP. Prospective vendors may submit questions
263 regarding the RFP **in writing until Friday, April 6, 2018 at 4:30 PM EDT**. MiCTA is
264 not responsible for late or misdirected email, postal mail or faxes. MiCTA will not
265 guarantee a response to questions submitted after this date.

266 Questions and responses will be distributed to all potential vendors whose contact
267 information we have on file. Vendors are solely responsible for ensuring that MiCTA has
268 updated contact information at all times throughout this RFP process.

269 **3.7 RFP Closing Date and Time**

270 Potential vendors must submit their offers no later than **4:30 PM EDT Friday, April 13,**
271 **2018**. MiCTA has divided this RFP into sections that correspond to various products and
272 services. Potential vendors may choose to respond to one, many or all of the section(s) of
273 the RFP. The vendor must submit a complete response for each selected section. The
274 Evaluation Committee will not consider incomplete offers.

275 **3.8 RFP Response Format Requirements**

276 All potential vendor responses must follow the format explained in this section. Any
277 failure to follow the response requirements may result in disqualification of the vendor's
278 response.

279
280 This RFP is provided to you as an editable Microsoft Word document. Each section poses
281 a series of questions and contains a Response indicator. Please place your response in this
282 section.

- 283 • Do not renumber the document sections or the questions.
- 284 • Do not combine questions or your responses to questions. Answer each question
285 individually as requested.
- 286 • Do not include cost information in your technical proposal. All cost information
287 should be provided in a separate, sealed envelope clearly marked **COST**
288 **PROPOSAL**.

289

290 Your response must be returned in this electronic form, along with the number of paper
291 copies requested. Attachments to this proposal must be identified as indicated within the
292 RFP. If a requested attachment is not included or is improperly labeled, your response
293 may be considered incomplete and will be scored accordingly.

294
295 *Potential vendors are expressly warned against modifying the text of the RFP*
296 *document.* Doing so will disturb the evaluation tools that will be used in conjunction with
297 this response form. MiCTA assumes no responsibility for correcting the format of
298 modified response forms, permitting corrections once the response deadline has passed or
299 correcting any errors that result from improperly modified RFP forms. Potential vendors
300 may not apply any form of security, encryption or password protection to the response
301 form.

302
303 Potential vendors must submit **ONE bound, printed original** offer that is manually
304 signed by an officer of the company with the authority to bind the potential vendor to its
305 offer. The original offer must include all attachments and other required documentation.

306
307 Potential vendors must also submit **TWO bound, printed copies** of their offer with all
308 attachments and other required documents. MiCTA will consider responses that do not
309 contain these copies to be incomplete.

310 Potential vendors must also submit **ONE Flash Drive** with an electronic copy of the offer,
311 all attachments and other required documents with the exception of audited financial
312 reports. MiCTA will consider responses that do not contain this electronic copy to be
313 incomplete.

314 Your bound responses must be submitted in the following format:

- 315 • Cover Letter/Letter of Transmittal, manually signed as described in the following
316 section.
- 317 • Executive Summary as described in Executive Summary Requirements.
- 318 • Corporate Overview.
- 319 • Technical Response.
- 320 • Cost Proposal, placed in a sealed envelope marked **COST PROPOSAL**. Include
321 printed copies of all schedules, spreadsheets and other requested cost information.
- 322 • Vendor Profile.
- 323 • Attachments. Must be clearly labeled with the pertinent section/question number.
- 324 • Audited financial statements (may be submitted under separate binding).

325 Responses may be delivered in person, or by the courier of the potential vendor's choice
326 to the RFP Contact at the address specified. The outside of each shipping carton must
327 include the phrase: "**CONTAINS RFP RESPONSE**" in plain view. MiCTA is not
328 responsible for late or misdirected mail or packages. Late or incomplete proposals risk
329 disqualification.

330 **3.9 Cover Letter Requirements**

331 Each proposal shall be accompanied by a cover letter signed by an officer of the potential
332 vendor who is authorized to commit the organization to a contract. The cover letter shall
333 serve as a letter of transmittal and shall indicate all of the following:

- 334 The section (or sections) to which the prospective vendor is responding;
- 335 The prospective vendor has read and understands the RFP requirements;
- 336 The prospective vendor has provided a copy of the MSA to its legal counsel;
- 337 The prospective vendor has raised its objections to the MSA in its response;
- 338 The prospective vendor will extend its most favorable pricing to MiCTA members
339 at all times, if its proposal is successful;
- 340 The prospective vendor has never been a MiCTA vendor, OR
- 341 is a current or past MiCTA vendor and is fully in compliance with its existing or
342 prior Agreement with MiCTA;
- 343 The prospective vendor accepts the conditions of the RFP;
- 344 The prospective vendor is committing itself to the prices, products and services
345 offered in the response;
- 346 The prospective vendor understands and agrees that MiCTA determination is final
347 and waives any rights to protest or appeal MiCTA determinations.

348 **3.10 Executive Summary Requirements**

349 Each conforming response will contain an executive summary of not more than two pages
350 in length. The purpose of the executive summary is to explain the features and benefits of
351 the prospective vendor's offer(s). The Executive Summary should briefly introduce the
352 potential vendor to the Evaluation Committee; describe the vendor's approach to solutions
353 sought by the RFP; describe the major features and benefits of the prospective vendor's
354 approach; offer insight into risks that may arise from this RFP or the vendor's response;
355 provide a generalized pricing summary (detailed pricing will be required in the pricing
356 section of the response); an explanation of how pricing for the proposal was arrived at;
357 any pricing constraints applied to the RFP; and any additional costs that this RFP did not
358 anticipate.

359 **3.11 Identification Of Prime Contractor On Joint Proposal Submissions**

360 MiCTA encourages the submission of joint proposals by organizations whose combined
361 strengths will produce solutions superior to those of each prospective vendor alone. We
362 request that such collaborations designate one prime contractor as the primary point of
363 contact to submit the proposal. Should the joint proposal be successful, the prime
364 contractor will be solely responsible for the contractual performance and management of
365 all subcontracted relationships.

366 The prime contractor will assume all responsibility for work quality, delivery, installation,
367 maintenance and support services provided by the subcontractor. The joint proposal must
368 include a complete and clear description of all subcontracted work and must fully describe
369 the capabilities of all subcontractors on the project.

370 **3.12 Vendor Profile**

371 All prospective vendors are required to submit a completed vendor profile included with
372 this RFP. All respondents, including those with existing contractual relationships with
373 MiCTA, are required to complete the Vendor profile.

374 **3.13 Customer References**

375 All prospective vendors are required to submit all required customer references on the
376 forms included with this RFP. All respondents, including those with existing contractual
377 relationships with MiCTA, are required to complete the customer references.

378 **3.14 Most Favorable Pricing, and State or Regional Offer Variations**

379 Potential vendors are required to extend their most favorable pricing to MiCTA and its
380 membership at all times during the resulting negotiated contract, including negotiated
381 extensions. MiCTA acknowledges, in some cases, pricing may vary from state-to-state or
382 zone-to-zone. Therefore, if costs or discounts vary, Vendors must indicate the costs and
383 discounts for each state or zone. Vendors will not have an opportunity to add additional
384 costs or fees after the proposal is accepted.

385 **3.15 Incorporated References**

386 Please write out all responses in full. Do not "incorporate" brochure or product literature
387 references, direct the reader to Web pages, or refer to other third-party documentation in
388 this response. Clearly label all supporting material.

389 The Evaluation Committee is not responsible for gathering information from multiple
390 sources to form and assess a complete response. Responses will be evaluated **exactly as**
391 **written**, except in the narrow circumstances noted in this RFP.

392 **3.16 Late Proposals**

393 Prospective vendors must submit their proposals no later than **4:30 PM, Friday, April**
394 **13, 2016**. Late proposals will not be considered. The Evaluation Committee is under no
395 obligation to permit corrections, additions, or modifications to a proposal once the
396 submission deadline has passed. Timely delivery of the prospective vendor's proposal is
397 the sole responsibility of the offeror.

398 **3.17 Cost Of Response**

399 MiCTA assumes no responsibility for the cost of preparing a response to this proposal.
400 The entire cost of response is borne solely by the respondent with no exceptions.

401 **4 Evaluation of Proposals**

402 A committee of technical and administrative professionals who are subject matter experts
403 will evaluate all complete, responsive proposals April 16 – 20, 2018. MiCTA will evaluate
404 each proposal without regard to the potential vendor's market share; the number of
405 different products and services in the potential vendor's proposal; and the potential

406 vendor's area(s) of operation. Successful proposals will provide the best combination of
407 price, value and service in MiCTA's sole determination.

408 The committee will:

- 409 • Award evaluation points for all proposals based on their adherence to technical,
410 administrative and managerial requirements;
- 411 • Ask for clarifications, demonstrations or presentations to inform the committee's
412 decision-making;
- 413 • Evaluate the financial stability of prospective vendors and their subcontractors;
- 414 • Evaluate vendor performance via customer referrals and Member experiences;
- 415 • Make acceptance recommendations in whole or in part based upon the proposal's
416 ability to meet any or all of the RFP's requirements;
- 417 • Make rejection recommendations in whole or in part based upon failure to meet
418 any or all proposal requirements, or the presentation of what in the committee's
419 sole judgment represents an unacceptable risk to MiCTA or its membership.

420 The decisions of the Evaluation Committee are final. As a condition of responding to the
421 RFP, the potential vendors agree to accept the decision of MiCTA and its Evaluation
422 Committee as final, have no appeal there from, and expressly waive any potential
423 challenges.

424 **4.1 Product Demonstration**

425 As part of the evaluation process, the Evaluation Committee reserves the right to ask for
426 a demonstration of products and systems contained within a potential vendor's proposal
427 to assess the proposed technology.

428 **4.2 Evaluation Criteria**

429 Proposals will be evaluated according to the following criteria, in order of their
430 importance. Of all elements on which proposals will be evaluated, pricing carries the
431 primary weight in proposal evaluation. At the same time MiCTA members may be
432 interested in various price-quality combinations. Therefore, we encourage vendors to
433 respond with solutions that fulfill the technical requirements of the proposal, and also offer
434 a variety of attractive price-quality combinations.

435 Each element of the RFP will be evaluated. Consideration will be given to the proposals
436 as follows:

437 **40% - Cost Proposal**

438 **30%- Response to the Technical Requirements**

439 **20% - Ability to work within the terms of the Master Service Agreement**

440 **10% - Administrative Requirements, Vendor Profile, Customer References**

441

442 **PLEASE NOTE:**

443 MiCTA **will not** issue a "Best And Final Offer" (BAFO) as part of the evaluation process.

444 Pricing is of primary importance to the evaluation committee. The Evaluation Committee
445 assumes that the proposal as written provides the best possible pricing and will evaluate
446 all proposals and pricing **as written in the original offer**. During the evaluation period,
447 potential vendors **will not** be given an opportunity to revise the pricing in their offers.
448 High-cost proposals risk immediate elimination.

449 At the end of the evaluation period, the Evaluation Committee will draft recommendations
450 to the MiCTA Board of Directors. The recommendations will identify those proposals that
451 contain the best overall combination of price and service, and will advise the MiCTA
452 Board of Directors to invite the successful potential vendors to enter into a MSA. This
453 advice will be considered and acted upon at the April MiCTA Board of Directors meeting.

454 Following action by the Board of Directors, MiCTA may invite qualified potential
455 vendors to enter into a two-year MSA with as many as three performance-based one-year
456 extensions. MiCTA plans to execute MSAs with more than one vendor within each RFP
457 section to provide these products and services.

458 **MiCTA will not negotiate the term of the MSA or the number and length of the**
459 **optional extensions. Potential vendors that cannot accommodate the specific terms**
460 **enumerated in the MSA should not respond to this RFP.**

461 **4.3 Length of Offer**

462 All elements of the offer must remain valid from the time of submission through the close
463 of business on Friday, September 28, 2018 and for the length of the Master Service
464 Agreement and its extensions for successful vendors.

465 5 Master Service Agreement

466 5.1 The MiCTA Master Service Agreement

467 A sample Master Service Agreement (MSA) accompanies this RFP. MiCTA strongly
468 encourages responsive prospective vendors to read the Master Service Agreement and to
469 present the MSA to its legal counsel for review *prior to submitting an offer*. MiCTA will
470 evaluate all potential vendor responses with regard to the degree to which the proposals
471 reflect the terms of MiCTA's MSA.

472 By submitting an offer, a potential vendor acknowledges that the potential vendor has read
473 the attached sample Master Service Agreement. The potential vendor agrees to execute a
474 Master Service Agreement with MiCTA in substantially the standard form attached to this
475 RFP.

476 5.1.1 Objections And Concerns Regarding Provisions In The Master Service 477 Agreement

478 **The prospective Vendor must raise detailed concerns and objections, if any, to all**
479 **objectionable provisions of the Master Service Agreement in its offer. The**
480 **Evaluation Committee will consider these objections during the evaluation process.**
481 The Evaluation Committee may decline offers that pose significant objections to the terms
482 of the Master Service Agreement.

483 5.1.2 Purchases By MiCTA Members

484 MiCTA members may already have contracts for services requested in this RFP in place.
485 Making a purchase under a MiCTA MSA by a MiCTA member is strictly voluntary.
486 Successful vendors will work directly with the MiCTA member to enter into a Member
487 Participation Agreement, which will cover how to place orders, perform work or provide
488 services, issue and settle invoices, and settle contractual disputes. MiCTA shall not be
489 liable for any costs incurred by either the successful vendor or any MiCTA member in
490 this process.

491 MiCTA and its membership inherently prefer products and services that promote
492 interoperability through the use of recognized telecommunications, networking and/or
493 industry standards. MiCTA and its membership also prefer products and services that are
494 easily maintainable, expandable and upgradeable.

495 5.1.3 Allowable Use of The MiCTA Relationship

496 Vendors who successfully enter into a Master Service Agreement with MiCTA will be
497 given direct access to MiCTA's membership for the purpose of selling products and
498 services specifically governed by the MSA. Successful vendors may not use this access
499 as a means to sell, promote or offer services that are not governed by their MSA.

500
501 With MiCTA's agreement, new products and services that are developed or made available
502 following the execution of a MSA may be added or appended to the MSA during the

503 contract period. MiCTA may assist in the introduction and promotion of these products
504 and/or services as agreed upon, and sales of these products and services will incur an
505 administrative fee identical to that agreed upon in the MSA. Violations of this provision
506 may result in the termination of the MSA.

507 **5.2 Acceptance of Offers**

508 MiCTA may accept an offer from one or more vendors at any time during the RFP process
509 without providing notice to any other potential vendor; therefore, potential vendors are
510 strongly encouraged to make their best pricing available at all times during the RFP
511 process.

512 **5.3 Close of Process**

513 MiCTA expects to conclude execution of all MSAs no later than **September 28, 2018**.
514 Without any additional notice, MiCTA reserves the right to terminate discussions with
515 potential vendors that do not have a fully executed MSA in place by the close of business
516 on **Friday, September 28, 2018**.

517 **6 Member Participation Agreements**

518 Under the MiCTA MSA, MiCTA members will negotiate a participation agreement with
519 the successful vendor. The Member Participation Agreements are separate agreements
520 between successful vendors and MiCTA members. Except as described in the Sample
521 Member Participation Agreement in Attachment C on Page 52 of this document, MiCTA
522 is not a party to the Member Participation Agreements among its members and its
523 endorsed or approved vendors.

524 Member Participation Agreements are legal binding contracts to provide products and
525 services under this MiCTA MSA. The Member Participation Agreement defines the
526 additional purchasing terms and conditions imposed by the Member. Potential vendors
527 should anticipate the terms expressed in the Model Member Participation Agreement in
528 Attachment C in this document will apply to member purchases made under this MSA.

529 **7 Statement of Work**

530 MiCTA issues this RFP on behalf of its entire membership and for the exclusive benefit
531 of its membership. MiCTA, as the issuer of the RFP does not intend to purchase the
532 goods and/or services requested in the RFP for itself, but instead, intends to negotiate
533 standard volume purchasing terms for the equipment and services described in the RFP
534 and any resulting offers.

535
536 The purpose of the RFP is to determine the availability and cost of solutions that will
537 provide our membership options for an advanced Emergency Notification and Campus
538 Safety System. This would include but not be limited to: voice, text, email and social
539 media notifications of life and safety notifications by public safety and administrative
540 areas of the member institution. Certain MiCTA members want or need Emergency
541 Notification Systems (ENS) that are acceptable for use in a campus-wide or municipal
542 setting. Some members have sufficient resources to host and administer their own ENS
543 systems, while others will prefer a completely hosted ENS solution.

544 **8 Vendor Overview**

545 Each element in this section requires a response from the prospective vendor. Vendors
546 are encouraged to provide complete, comprehensive responses. The Evaluation
547 Committee will compare and evaluate each vendor response according to the criteria that
548 defines a highly responsive answer. Vendors whose technical proposals include a
549 significant number of partially responsive or non-responsive answers risk elimination.

550 **8.1 Executive Summary**

551 **Please provide a brief (not to exceed 750 words) corporate overview. A highly**
552 **responsive answer will include all of the following items:**

- 553
- 554 1. A brief introduction to the company, including the company's history and
555 experience with providing E911/NG911 solutions.
 - 556 2. A brief discussion of the offeror's anticipated future growth.
 - 557 3. A description of the offeror's corporate structure.
 - 558 4. A description of the respondent's major product lines.
 - 559 5. A brief description of the proposed solution.
 - 560 6. A discussion regarding the benefits and features of the potential vendor's
561 offer(s).

562
563 **Response:**

564
565 **8.2 Program Marketing and Sales**

566 Each successful vendor will work closely with MiCTA to develop a detailed marketing
567 and sales plan to promote the MiCTA ENS offering. Successful vendors will bear the

568 cost of developing and implementing their marketing plans. Minimally, marketing and
569 sales plans should include:

- 570
- 571 • An announcement of the successful vendor's affiliation with MiCTA.
- 572 • Collaboration with MiCTA on marketing and selling the vendor's program to
- 573 MiCTA members and membership-eligible organizations.
- 574 • Assignment of a lead account representative to coordinate and administer the
- 575 MiCTA sales program.
- 576 • Provision of marketing and sales materials to promote the MiCTA program
- 577 throughout the MSA term.
- 578 • Promotion of the MiCTA program at trade shows, seminars and other similar
- 579 events.
- 580

581 **Please describe the offeror's capabilities to develop and/or implement a marketing**
582 **plan. A highly responsive answer will include all of the following items:**

- 583
- 584 1. A description of the offeror's organization's ability to develop and
- 585 implement a marketing plan for MiCTA members.
- 586 2. The ability/willingness of the offeror to assign a lead account
- 587 representative to coordinate and administer the MiCTA program.
- 588 3. The offeror's ability to provide marketing materials to promote the
- 589 MiCTA program.
- 590 4. The offeror's ability to promote the MiCTA program at trade shows,
- 591 seminars and other industry-relevant events.
- 592 5. An estimated timeline for developing and implementing a marketing
- 593 plan, based on the assumption that a MiCTA MSA will be finalized no
- 594 later than September 28, 2018. The timeline should indicate all major
- 595 activities and designate responsible parties.

596 **8.3 Program Access**

597 As part of our membership's access to the offeror's products and services, MiCTA
598 requests the following items:

- 599
- 600 ▪ The MiCTA icon on the prospective vendor's home page.
- 601 ▪ A distinct MiCTA program Web page within the prospective vendor's Web site.
- 602 ▪ A link to the MiCTA Web site from the Vendor's Web site.
- 603 ▪ Primary and secondary contact information for members' use.
- 604 ▪ Up-to-date program pricing for the duration of the MSA, available online at
- 605 MiCTA's secure, members-only Web site.
- 606 ▪ Updated program information available immediately on the MiCTA Web site.
- 607 ▪ Members-only online ordering access through the prospective vendor's e-
- 608 commerce site, if available.
- 609

610 **Please describe the offeror's abilities to provide these items. A highly responsive**
611 **answer will include:**

- 612 1. An indication of whether each of the seven (7) requested items is
613 readily/currently available from the offeror.
614 2. An indication of when each function will be available (if it is not
615 readily/currently available).
616

617 **Response:**

618 **8.4 Sales Process**

619 **Please provide a general description of the offeror's process of responding to a**
620 **program sale. A highly responsive answer will include the following information:**

- 621 1. A description of the offeror's sales process, or the way in which a MiCTA
622 member would initiate a sales transaction.
623 2. The offeror's average response time to establish a new account for a member.
624 3. The offeror's average response time to process a new order.
625 4. The offeror's average response time to deliver equipment or schedule services.
626 5. The offeror's average response time to complete a typical installation or conclude
627 a service offering, if applicable.
628 6. An attachment, labeled **Attachment 8.4**, of the prospective vendor's new account
629 form with an indication of where a MiCTA Member will identify itself as being
630 eligible for pricing under the MiCTA program. Place this attachment in the
631 **Attachments** section of your response.

632 **Response:**

634 **8.5 Promotion of the MiCTA Program To MiCTA Members and Membership-**
635 **Eligible Entities**

636 Vendor promotion of MiCTA programs to existing MiCTA members and membership-
637 eligible organizations is critical to overall program success. To that extent, **please**
638 **describe the promotional support of this program the vendor can provide. A highly**
639 **responsive answer will include the following:**

- 640
641 1. A description of the program support the offeror can provide for existing MiCTA
642 members and membership-eligible organizations.
643
644 2. An indication of whether the vendor will require its sales staff to offer services
645 under the MiCTA program to MiCTA members.
646
647 3. An indication of the vendor commitment to providing training and periodic
648 review on the MiCTA program for its entire sales staff.
649
650 4. A description of how the potential vendor will apply the MiCTA program to
651 current customers who are also MiCTA members.
652

- 653 5. A description of how the potential vendor will promote the MiCTA program to
654 current customers who are eligible for MiCTA membership but are not currently
655 MiCTA members.
656
- 657 6. An affirmative statement that the vendor will not offer MiCTA contract pricing
658 to non-MiCTA members.
659

660 **Response:**

661 **8.6 Competing Programs**

662 Vendors sometimes offer programs that compete with MiCTA or that offer similar
663 discounts. **Please describe any programs the vendor currently offers that may
664 compete with the MiCTA program.**
665

666 **A highly responsive answer will include:**
667

- 668 1. A description of one or more programs that may be currently available to a
669 MiCTA member or membership-eligible organization.
670 2. A description of the vendor's policy regarding the presentation of competing
671 program information to MiCTA members or membership-eligible organizations.
672

673 **Response:**

674 **8.7 Reporting of Sales**

675 Under the terms of this contract, MiCTA will provide an online reporting structure that
676 will enable successful vendors to report sales agreements to MiCTA. Potential vendors
677 are required to report updated sales figures every 30 days. **Please describe the vendor's
678 commitment to filing timely sales report information.**
679

680 **A highly responsive answer will include:**

- 681 1. A commitment to report sales information at least once every calendar month for
682 the duration of the MSA.
683 2. The name of the person (or role) responsible for providing sales data.
684 3. The reporter's contact information.
685

686 **Response:**

687 **8.8 Return Policy For Equipment And/Or Software**

688 Occasionally, a member may want to return equipment or software purchased from a
689 MiCTA vendor.
690

691 **Please describe your hardware and/or software return policies. A highly
692 responsive answer will include:**
693

- 694 1. A complete description of the vendor's return policy for hardware.

- 695 2. A complete description of the vendor's return policy for software.
696 3. An indication of whether RMA numbers are required for all returns.
697 4. An indication of any fees that are assessed when a RMA number is issued. If
698 fees apply, please also indicate the fee.
699 5. Identify the responsible party for freight charges paid for returns.
700 6. Identify any insurance requirements for returned items.
701 7. Will the vendor offer an unconditional 30-day return policy for MiCTA
702 members?

703 **Response:**

704 **8.9 Legal Proceedings**

705 **Please identify all legal proceedings to which your organization is currently a party**
706 **or that have been concluded in the previous two (2) years that may have a direct or**
707 **indirect impact on your organization's ability to fulfill contractual obligations to**
708 **MiCTA or MiCTA members. Please indicate the current status of the dispute(s).**

709
710 **Response:**

711 **8.10 Geographic Coverage Area And Staffing Levels**

712 MiCTA has members nationwide.

713 **Please describe the prospective vendor's geographic sales area and any limitations**
714 **on the vendor's ability to conduct business throughout the United States.**

715
716 A highly responsive answer will include all of the following:

- 717 1. Geographic coverage area and areas of planned expansion.
718 2. All limitations to geographic service area.
719 3. Total number of sales staff.
720 4. Number of technical support staff.
721 5. Indication of whether the vendor will assign one or more permanent sales
722 representatives to service MiCTA members and membership-eligible
723 organizations.
724 6. Indication of whether the vendor will assign one or more permanent technical
725 support representatives to service MiCTA members and membership-eligible
726 organizations.

727 **Response:**

728

729 **8.11 Installation and Setup Services**

730 MiCTA members may wish to contract for installation and setup services for the
731 vendor's solutions. **Please provide a complete description of the vendor's installation**
732 **services.**

733
734 A highly responsive answer will include:

- 735 1. A description of the vendor's installation setup services.

- 736 2. A description of geographic limitations on the vendor's installation and setup
737 services.
738 3. An indication of whether the vendor performs its own installations and setup or
739 contracts installations to a third-party.
740 4. The average number of years of experience the vendor's installers have.
741 5. The average length of time between the entry of a customer's order and
742 installation.
743 6. Whether the customer can perform its own installation(s) and/or setup.
744 7. An indication of whether the solution warranty is voided if the customer
745 performs its own installations and/or setup.
746 8. A description of escalation procedures the vendor uses to resolve issues that arise
747 during the installation and setup process.
748

749 **Response:**

750 **8.12 Needs Assessment**

751 Some MiCTA members may want or need the vendor to conduct a needs assessment
752 prior to placing an order for goods or services. **Please describe your organization's**
753 **process for conducting a needs assessment for a new order for products or services.**
754

755 A highly responsive answer will include:

- 756 1. A description of the vendor's process for conducting a needs assessment for a
757 customer.
758 2. A description of how the vendor addresses third-party and legacy equipment that
759 may be in use at the member site.
760 3. An indication of whether the needs assessment includes a review of the member's
761 physical plant/existing infrastructure to identify any additional
762 physical/infrastructure support required for the vendor's proposed solution.
763 4. How the vendor communicates the results of the needs assessment to the
764 member.
765 5. Whether the needs assessment is billable.
766 6. If the needs assessment is billable, is the charge waived if the member purchases
767 equipment or services from the vendor.
768

769 **Response:**

770 **8.13 Conversion and Migration**

771 **Describe your approach to assisting a member in converting from existing**
772 **equipment or providers to your organization's solution.**
773

774 **A highly responsive answer will:**

- 775
776 1. Provide a description of the vendor's approach to incorporating third-party or
777 legacy equipment owned or used by the member into your organization's
778 solutions.

- 779 2. Indicate whether the vendor assigns specific personnel to help the Member
780 manage the conversion process.
781 3. Indicate whether conversion and migration services are billable separately or
782 included in the purchase cost of the service and/or equipment.

783 **Response:**
784

785 **8.14 Product or Service Interoperability and Vendor Testing**

786 **Discuss, if applicable, the interoperability of the vendor's products and services. A**
787 **highly responsive answer will:**
788

- 789 1. Indicate whether the vendor certifies the interoperability of all elements of the
790 proposed solution(s).
791 2. Identify and describe any testing the vendor will conduct to verify
792 interoperability of the vendor's solution with any solutions the member may
793 already have in place.
794 3. Describe the vendor's system testing process.
795 4. Indicate how acceptable performance is verified prior to turning over the system,
796 service and/or equipment to the member.
797 5. Indicate how the member will be involved in the vendor's system testing and
798 evaluation processes.
799 6. Indicate whether the vendor provides written documentation of acceptable
800 testing results to the member.

801 **Response:**

802 **8.15 Member Acceptance Testing**

803 Under the terms of a MSA, MiCTA Members will be permitted an acceptance testing
804 window of 30 days, during which time problems or issues may arise that may not have
805 surfaced during the vendor system testing period.
806

807 **Discuss member acceptance testing. A highly responsive answer will:**
808

- 809 1. Indicate how the vendor will address issues of non-performance that arise during
810 the member acceptance testing period.
811 2. Identify the recourse members have if disagreements regarding the acceptable
812 performance of the system, service or equipment cannot be addressed to the
813 member's satisfaction.

814 **3. Response:**
815

816 **8.16 Uptime and Service Level Agreements (SLA)**

817 **Discuss any service level agreements (SLA) that may be applicable to the solutions**
818 **and/or technical support services the vendor offers.**
819

820 A highly responsive answer will:

- 821 1. Indicate the vendor's standard uptime guarantees for each product or service
822 included in your offer.
823 2. Provide the vendor's actual uptime or response time for the products and services
824 included in the vendor's offer.
825 3. Indicate the recourse available to members for recurring or excessive downtime.
826 4. Identify performance benchmarks that would indicate performance failure.
827

828 Please label any standard SLA the vendor offers. Label the SLA document(s) as
829 **Attachment 8.16** and include the document(s) in the **Attachments** section of the
830 response.

831 **Response:**
832

833 **8.17 Help Desk/Trouble Reporting**

834 **Discuss any technical support services that are provided by the vendor.**
835

836 A highly responsive answer will:

- 837 1. Describe the help desk or technical support services the vendor provides for the
838 products and services included in the offer.
839 2. Indicate the ways in which a member may request assistance or report trouble.
840 3. Indicate the hours for which service and support are available.
841 4. Indicate the physical location of all call centers into which a member's call may
842 be directed.
843 5. Describe your organization's standard response to trouble reports. (Include
844 standard response times for email, Web and telephone inquiries. Indicate average
845 time to resolution.)
846 6. Describe your trouble-reporting and tracking system.
847 7. Describe how progress is communicated to the MiCTA member.
848 8. Describe your escalation procedures. Indicate the points at which a trouble ticket
849 is automatically escalated.
850 9. Describe your organization's escalated response.

851 **Response:**

852 **8.18 Training, Consulting and Professional Services**

853 **Discuss any training, consulting and professional services the vendor offers.**
854

855 A highly responsive answer will:

- 856 1. Provide a complete description of the services available.
857 2. Include the scope and limitations of these services.
858 3. Describe how the costs for these services are determined. (Do not include
859 specific cost information in your response. Pricing for these services should be
860 supplied in **Schedule 1** and placed in your cost proposal.)

861 **Response:**
862

863 **9 Emergency Notification Systems**

864 Certain MiCTA members want or need Emergency Notification Systems (ENS) that are
865 acceptable for use in a campus-wide or municipal setting. Some members have
866 sufficient resources to host and administer their own ENS systems, while others will
867 prefer a completely hosted ENS solution.

868
869 This section addresses solutions that facilitate the implementation of an ENS as either a
870 self-hosted or third-party hosted solution.

871
872 The Evaluation Committee will compare and evaluate each vendor response according
873 to the criteria that define a highly responsive answer. Vendors whose technical proposals
874 include a significant number of partially responsive or non-responsive answers risk
875 elimination at the technical evaluation stage.

876

877 **9.1 Solution Description(s)**

878 **Provide a complete description of the proposed ENS solution the vendor will offer**
879 **to MiCTA members. If the vendor offers more than one ENS solution, the vendor**
880 **must provide a complete description of all proposed solutions.**

881

882 A highly responsive answer will:

883

- 884 1. Identify the proposed solution as a self-hosted or third-party service solution.
- 885 2. Describe the user interface: how does a customer initiate an alert. You may
886 use a flow chart to illustrate the process.
- 887 3. For self-hosted solutions, identify the manufacturer and model number(s) of
888 the proposed solution(s).
- 889 4. For self-hosted solutions, identify the minimum and recommended
890 configurations for hardware, memory, and network connectivity.
- 891 5. Identify all additional hardware and/or software the self-hosted solution
892 requires.
- 893 6. Identify the maximum notification capacity of each proposed solution.
- 894 7. Describe the features and benefits of the proposed solution.
- 895 8. Describe the known limitations of the proposed solution, including a
896 description of communications media the proposed solution will and will not
897 interoperate with.
- 898 9. Identify any state in which the proposed solution does not meet existing
899 legislative requirements for ENS services, and/or states in which the service
900 is not available.
- 901 10. Discuss primary solution failure and the built-in or available backup options,
902 if any, the solution offers.
- 903 11. Provide a copy of any applicable software license agreements.
- 904 12. Provide a copy of any software maintenance agreements

905 13. Provide a copy of any technical support agreements.

906 **Response:**

907

908 **Describe the vendor/provider's experience with providing ENS systems and ENS**
909 **services.**

910

911 A highly responsive answer will include:

912

913 1. A history of the vendor's ENS experience (including how long the vendor has
914 been in the business of providing ENS solutions).

915 2. A description of service level agreements (SLA) available with the proposed
916 ENS solution.

917 3. A description of the vendor's core competencies.

918 **Response:**

919

920 9.2 ENS Sending Features

Feature	Yes	Partially	No	Notes
The proposed solution can send mass notifications to standard land-line telephones, and (optionally) allow human recipient to confirm they have received the message.				
The solution can send mass notifications to cell phones using a voice alert, and (optionally) allow human recipient to confirm they have received the message.				
The solution can detect if voicemail is reached, and (optionally) leave a message.				
The solution can send a message to a digital signage interface.				
The solution can automatically throttle voice calling.				
The solution can send mass notifications to cell phones using SMS or text message and (optionally) allow human recipient to confirm they have received the message.				
The solution can set a threshold or show a counter for SMS character length.				
If SMS character-length is exceeded, solution can break the message into multiple text messages.				
The solution has message delivery agreements in place with phone carriers for delivery of voice and SMS messages.				
The solution can capture a success rate of delivering messages to the cellular network				
The solution requires end-users to specify their network carrier.				

The solution can send mass notifications across an IP network using SMTP.				
Solution can send mass notifications to numeric/alphanumeric pagers.				
Solution can send mass notifications to FAX machines.				
Solution can send mass notification via email and (optionally) allow human recipient to confirm they have received the message by following an automatically generated and included hyperlink.				
Solution can send notifications to all (above, or operator-selected) delivery paths for each contact record in cascading series in the same session launch.				
Solution can support attachments and photos for email and fax delivery.				
Solution can provide simultaneous notification information to administrator-supplied and operator-selected social media channels				
Solution can send mass notification information to a PSAP via one or more methods.				
Solution can send a message to a targeted audience within a defined group, such as employees or special-event subscribers.				
The solution can send a single notification to multiple types of receptive devices from the same session.				
The solution accepts pre-defined scripts or session templates for situational or emergency broadcast messages.				
The solution accepts user defined CallerID information that will accompany outbound messages.				
Solution allows the operator to record voice messages for delivery.				
If recording a voice message, does the solution call the operator, the operator dial a designated phone number, or does the solution accept a pre-recorded file?				

921
922
923
924
925
926

For each response in the table above, please provide a complete explanation of responses that indicate the proposed solution provides only partial standard support, or does not support an identified standard at all.

Response:

927 **9.3 ENS Administrative Features**

Feature	Yes	Partially	No	Notes
The proposed solution can generate reports based on lists of users and their devices.				

The solution can identify potential users within a specified community that do not have any ENS devices configured.				
The solution allows for multiple administrators.				
The solution can indicate other operators/administrators that are currently signed on.				
The solution offers multiple levels of security and user rights.				
The solution permits user-defined notification criteria.				
The solution distinguishes between a user with global rights and the system administrator.				
The solution can archive messages.				
The solution tracks successful and unsuccessful deliveries of ENS messages.				
The system provides ways for notification recipients to provide and update their own contact information (SMS, web portal or app).				
The solution can offer users the ability to set their order of contact preference.				
The solution can allow the user to provide day/night notification preferences.				
The solution can provide a customer-branded webpage.				
The solution supports access over any browser.				
The solution supports the ability to import user-provided maps and layers.				
The solution supports end-user responses such as replies or pictures that can be captured by the administrator/operator.				
Solution supports multi-language messaging.				
Solution supports international calling and messaging.				
Solution offers community or event subscriptions for opt-in by the end-user.				
Solution can provide conference bridges.				
Solution provides the ability for an administrator to import a list of users.				
Solution provides the ability for administrator to add/edit individual contacts.				
Solution provides the ability to create and maintain user group lists for notifications.				
Solution allows designated administrator to perform contact edits or exclusions in bulk.				

Solution notifies designated personnel/administrators that the system has been used, with basic session information for reference.				
Solution can schedule future message deliveries.				
Solution allows operator to terminate a session.				
Solution allows operators to send follow up messages to users that were contacted (or message left) in a previous session.				
The solution allows the administrator to import data into the system, meaning that we could, for example, upload the 40,000 numbers we currently maintain into the ENS system.				
The solution allows ongoing user database synchronization.				
Does the solution integrate into single sign on solutions? If yes, include options.				
How many voice/SMS/email messages are included in the contract term?				

928

929 **For each response in the table above, please provide a complete explanation of**
930 **responses that indicate the proposed solution provides only partial standard**
931 **support, or does not support an identified standard at all.**

932 **Response:**

933

934 **9.4 ERP Integration**

935

936 **Describe the level of integration the proposed solution offers for an existing ERP**
937 **product or system.**

938

939 **Identify ERP systems with which the proposed solution is known to integrate. Also**
940 **identify any ERP systems with which the proposed solution is known NOT to**
941 **integrate.**

942

943 **Describe integration with on premise voice systems (analog or VOIP), SIP**
944 **endpoints (telephones, speakers, etc), alerting systems based on fire/environmental**
945 **monitoring systems.**

946

947 **Response:**

948

949 **9.5 System Security, Redundancy, Maintenance**

950

951 **Describe the product's built-in security measures.**

952 **Response:**

953

954 **For hosted solutions, how does the hosted solution ensure the security of customer**
955 **data?** A complete answer will provide information about the physical security measures
956 in place at the hosting site; network security; server security; redundancy and backup;
957 business continuity and/or disaster recovery; and authorized customer access to the
958 system (physical or network access).

959 **Response:**

960

961 **For hosted solutions, indicate how and when regular system maintenance is**
962 **conducted and how much advanced notice the customer is provided.**

963 **Response:**

964

965 **How will the user be affected by regular maintenance?**

966 **Response:**

967

968 **How will the user be notified about unscheduled maintenance?**

969 **Response:**

970

971 **What is the stated uptime of the proposed solution?**

972 **Response:**

973

974 **What is the actual uptime of the proposed solution?**

975 **Response:**

976

977 **9.6 Implementation, Training and Support**

978

979 **For hosted solutions, describe the way in which the proposed solution will be**
980 **implemented at the member site.**

981 **Response:**

982

983 **For self-hosted or hosted solutions, indicate the length of time a typical**
984 **implementation requires.**

985 **Response:**

986

987 **Describe any training that is included in the vendor's offer. Are training materials**
988 **available to add to existing learning management systems?**

989 **Response:**

990

991 **Describe the technical support available for the proposed solution. Indicate**
992 **whether this support is included in the product purchase, or if a separate support**
993 **contract is required.**

994 **Response:**

995
996 **Describe the availability of technical support personnel. Include days of the week**
997 **and hours of the day, including time zone.**
998 **Response:**
999
1000 **Identify the vendor's typical response time for a technical support request.**
1001 **Response:**
1002
1003 **Are all technical support personnel located inside the United States?**
1004 **Response:**
1005
1006 **If technical support call centers are located outside the United States, indicate**
1007 **where the support call centers are located.**
1008 **Response:**
1009
1010 **Does technical support staff normally work on the product and are assigned to**
1011 **technical support on a rotational basis, or are they dedicated to support?**
1012 **Response:**
1013
1014 **How are technical support issues tracked? Can the customer refer to them later?**
1015 **Response:**
1016
1017 **Are there user forums and/or user group meetings for the product?**
1018 **Response:**
1019

1020 **10 Cost Proposal**

1021 Respondents must provide an explanation of all costs associated with each service
1022 included in their offers. Please create an Excel spreadsheet that shows all of the following
1023 costs associated with the proposed solution(s).
1024

1025 In all cases, all billable costs must be clearly identified. MiCTA members will not pay any
1026 costs that are not clearly identified in your response and you will not be permitted to add
1027 costs or fees to your offer if it is accepted. MiCTA does provide a process for you to add
1028 new products to a Master Service Agreement, and remove products that are no longer
1029 available for sale. Minimally, the Excel worksheet should show all of the following:

1030 **10.1 Equipment:**

1031 Item name
1032 Item number/model number (if applicable)
1033 List price
1034 Proposed MiCTA member discount, expressed as a percentage of the list cost
1035 MiCTA member price
1036

1037 **10.2 Fees:**
1038 Fees can include installation, shipping, late payment fees, restocking fees, account setup
1039 fees, RMA fees, etc.
1040 Name of Fee
1041 Standard Fee Amount
1042 Proposed MiCTA discount
1043 MiCTA member cost

1044 **10.3 Services:**
1045 Services can include consultation, design, engineering, training, maintenance
1046 contracts/SLA costs, software licensing, ongoing service costs, etc.
1047
1048 Name of the service
1049 Standard service cost
1050 Proposed MiCTA Discount
1051 MiCTA member cost
1052 Indicate how the service costs are applied. (Hourly, monthly, annually, one-time, etc.)
1053
1054 Indicate **any and all other costs** that a member will/may be asked to pay to acquire the
1055 vendor's products and/or services. Vendors will not be given the opportunity to add costs
1056 and fees at a later date that are not disclosed in the cost proposal.
1057

1058 **11 Vendor Profile**

1059 The Vendor Profile will describe the vendor, subsidiary or division that will provide
1060 LMS services and/or equipment solicited as part of this RFP. Please provide complete,
1061 concise responses for all sections of the profile. Include additional information that
1062 highlights the vendor's competitive advantages and expertise. Vendors should provide a
1063 brief rationale for non-responses. The Evaluation Committee reserves the right to verify
1064 profile information through a Clarification Request or other means as necessary.

1065 **11.1 COMPANY PROFILE:**

1066 Company: _____ Year Founded: _____
1067 Operates as: Privately-Held Partnership Corporation / Incorporated in State of: _____
1068 Street Address: _____ Mail Stop/PO Box: _____
1069 City: _____ State: _____ Zip: _____
1070 URL: _____
1071 Any prior MiCTA Programs? _____
1072 If so, which ones and when? _____
1073 Finance Sources . _____
1074 Company Dun & Bradstreet Number: _____ Year Joined: _____
1075 Total number of employees as of December 31, 2011: _____ Full-Time _____ Part-Time
1076 Percent of employees dedicated to proposal response areas: _____% - FT _____% - PT
1077 Total number of customers as of December 31, 2011 _____
1078 % growth over previous year: _____%
1079 Company has been in the proposal response area(s) providing products, services, equipment, support and
1080 training for a minimum of five (5) years: Yes No
1081 If no, specify the number of years Company has been offering products and services in the proposal
1082 response area(s): _____

1083
1084 Parent Company: _____ Year Founded: _____
1085 Total number of employees as of December 31, 2011: _____ Full-Time _____ Part-Time
1086 Headquarters Located In - City: _____ State: _____

1087
1088 Identify All Subsidiaries (Insert lines for additional listings):

1089 Subsidiary	1089 Year Founded	1089 # of Full-Time Employees
1090 _____	1090 _____	1090 _____
1091 _____	1091 _____	1091 _____
1092 _____	1092 _____	1092 _____
1093 _____	1093 _____	1093 _____
1094 _____	1094 _____	1094 _____

1095

1096 **11.1.1 Business Background:**

1097 Market Share: Identify what percentage of Vendor's current overall business is from the following non-
 1098 profit market segments:

1099 Education – including K-12 / Higher Education: _____%

1100 Libraries _____%

1101 Government Agencies – Local/State/Federal: _____%

1102 Religious Organizations: _____%

1103 Healthcare Facilities: _____%

1104 Charitable Organizations: _____%

1105 Public Sector Non-Profits: _____%

1106 Vendor Affiliations: Identify any current strategic partnerships or alliances with other technology and/or
 1107 educational consortia that may benefit the Members and any resulting RFP agreements, date joined, and
 1108 whether the relationship is current or expired:

1109 Partner / Affiliation Name	Membership Date	Current/Expired
1110 _____		
1111 _____		
1112 _____		

1113 **11.1.2 Revenue As Percent of Sales:**

1114 Vendors are required to identify their annual gross revenue and net profit as a percent of sales for the
 1115 following:

1116	Annual Gross Sales	Net Profit	% of Sales
1117 FY 2011:	\$ _____	\$ _____	_____%
1118 FY 2010:	\$ _____	\$ _____	_____%
1119 FY 2009:	\$ _____	\$ _____	_____%

1120 **11.1.3 Company Minority Status:**

1121 Is the company: ___ Minority Owned ___ Woman Owned ___ HubZone Other _____

1122 Company is registered with a state or federal Minority Council: ___ Yes ___ No

1123 If certification is currently active, provide the following:

1124 Issuing Agency(s)	Certification Number	Date Issued	Date Expires
1125 _____	_____	___/___/___	___/___/___
1126 _____	_____	___/___/___	___/___/___
1127 _____	_____	___/___/___	___/___/___
1128 _____	_____	___/___/___	___/___/___

1129
 1130 Company has an Affirmative Action Plan currently in place: ___ Yes ___ No

1131 If yes, is the plan certified by a state or federal department / division of civil rights? ___ Yes ___ No

1132
 1133

1134 **11.1.4 Vendor's Assigned Personnel:**

1135 If the vendor submits a successful proposal, the vendor will need to identify the MiCTA Account
1136 Representative during the Master Service Agreement negotiations. If that person is not yet hired, the
1137 vendor must provide a timeline for hiring a qualified account representative. In addition, the Vendor
1138 certifies that all staff members assigned the MiCTA account will be:

1139
1140 Proficient in English – both spoken and written: Yes No

1141
1142 A United States citizen: Yes No

1143 If no, Vendor will require staff member(s) to maintain compliance with Immigration and Naturalization
1144 Service (INS) regulations for employment eligibility: Yes No

1145 Vendor will guarantee any assigned staff member, who is a non-U.S. citizen, will retain current INS
1146 eligibility throughout their assignment with the MiCTA program: Yes No

1147 **11.1.5 Signatures**

1148 I guarantee the truth and accuracy of all statements made and all information provided here. By
1149 completing and signing this proposal, I affirm that I have the legal authority to bind the company to all
1150 requirements, terms, and conditions of this RFP. I also authorize the pricing provided in this proposal for
1151 all products and services offered to MiCTA and its membership.

1152
1153 Company Name: _____

1154
1155 Officer's Name: _____ Title: _____

1156
1157 Telephone: (_____) _____ Fax: (_____) _____

1158
1159 E-Mail Address: _____ URL: _____

1160
1161 Signature: _____ Date: _____
1162

1163 **12 Vendor References**

1164 **12.1 Vendor's Financial References**

1165 All vendors, including those classified as public or private entities, are required to
1166 provide, as part of the submitted proposal response, appropriate copies of all financial
1167 requirements listed below, banking references, and auditing firm information.

1168
1169 Additionally, vendors are required to provide the financial records listed below for its
1170 subcontractor(s) who will provide products and/or services and invoice Members
1171 directly. Vendors, assuming financial responsibility for its subcontractors, must attach
1172 an authorizing letter stating the Vendor accepts all financial responsibility and liability
1173 for the subcontractors listed. Subcontractors referenced in the Vendor's letter are not
1174 required to submit financial records.

1175
1176 Please provide:

- 1177 • Last three (3) fiscal years audited financial reports, which must include Income
1178 Statements and Balance Sheets, with certification by an independent auditor.
1179 Vendor should be prepared to provide 5 years' worth of financial reports at the
1180 request of MiCTA. Alternately, the Vendor may provide copies of the Vendor's
1181 published Annual Report for 2015, 2016, and 2017. Vendor's Form 10K is not
1182 an acceptable substitute for the requested financial reports.
- 1183
1184 • All quarterly reports since the publication of the last audited financial statements
1185 or Annual Report if most recent fiscal year is currently incomplete.
- 1186
1187 • Security and Exchange Administrative fee Certification Reports – verification
1188 that Vendor has filed SEC Certification Reports for fiscal years 2015, 2016, and
1189 2017, which acknowledges in all material respects Vendor's financial affairs
1190 have been accurately reported to the SEC.
- 1191
1192 • Current Dun & Bradstreet or Credit Bureau report, which must be the original
1193 report issued by the reporting company – copies are not acceptable.
- 1194
1195 • Major Supplier Credit Level – submit a copy of authorizing letter(s) from either
1196 Vendor's suppliers or bank documenting Vendor's credit level with its major
1197 suppliers.
- 1198
1199 • Federal Bankruptcy Proceedings – submit a description of any bankruptcy
1200 proceedings, including filing date, chapter type, and disposition, as filed by the
1201 Vendor or their subsidiaries, suppliers/subcontractors, or manufacturers from
1202 whom products and/or services will be provided to Members.
- 1203

- 1204 • Mergers, Buyout or Acquisitions – identify, to the best of your knowledge,
1205 whether the company or vendor’s subcontractors are currently under
1206 consideration for either mergers, buyouts or acquisitions that would directly
1207 impact any agreement with MiCTA, and describe vendor’s procedure to address
1208 a Master Agreement under these circumstances.
1209

1210 **12.2 Vendor’s Banking References:**

1211 Vendors are required to provide a list of their banking references. MICTA and the
1212 Evaluation Committee reserve the right to contact all references during the reference
1213 verification process. The resulting verification scores will become part of the final
1214 evaluation criteria process. If a signed release is required to contact the banking
1215 references, Vendor is required to attach a copy of the signed release document as part of
1216 the RFP response.

1217
1218 Bank Name 1: _____
1219 Contact Name: _____ Title: _____
1220 Telephone: (____) _____ x _____ Fax: (____) _____
1221 E-Mail Address: _____ URL: _____
1222 Bank Address: _____ PO Box: _____
1223 City: _____ State: _____ Zip: _____
1224 Services: _____Checking Account _____Savings Account _____Line of Credit
1225 Loans: _____Secured and/or _____Unsecured _____Property Mortgage
1226

1227
1228 Bank Name 2: _____
1229 Contact Name: _____ Title: _____
1230 Telephone: (____) _____ x _____ Fax: (____) _____
1231 E-Mail Address: _____ URL: _____
1232 Bank Address: _____ PO Box: _____
1233 City: _____ State: _____ Zip: _____
1234 Services: _____Checking Account _____Savings Account _____Line of Credit
1235 Loans: _____Secured and/or _____Unsecured _____Property Mortgage

1236
1237 Bank Name 3: _____
1238 Contact Name: _____ Title: _____
1239 Telephone: (____) _____ x _____ Fax: (____) _____
1240 E-Mail Address: _____ URL: _____
1241 Bank Address: _____ PO Box: _____
1242 City: _____ State: _____ Zip: _____
1243 Services: _____Checking Account _____Savings Account _____Line of Credit
1244 Loans: _____Secured and/or _____Unsecured _____Property Mortgage

1245 **12.3 Vendor's Auditors:**

1246 Vendors are required to submit the name(s) of their current and prior auditing firm(s),
1247 and contact information. MICTA and the Evaluation Committee reserve the right to
1248 contact Vendors' auditing firm during the financial evaluation as circumstances dictate.
1249 The resulting verification scores will become part of the final evaluation criteria process.
1250 If a signed release is required to contact the auditing firm(s), Vendor must attach a copy
1251 of the signed release document as part of the RFP response.

1252
1253 Current Auditing Firm: _____
1254 Number of years firm has conducted Vendor's audits: ____ Years Expires (MM/YY): ____/____
1255 Address: _____ PO Box: _____
1256 City: _____ State: _____ Zip: _____
1257 Contact Name: _____ Title: _____
1258 Telephone: (____) _____ x _____ Fax: (____) _____
1259 E-Mail Address: _____ URL: _____

1260
1261 Previous Auditing Firm: _____
1262 Number of years firm has conducted Vendor's audits: ____ Years Expired (MM/YY): ____/____
1263 Address: _____ PO Box: _____
1264 City: _____ State: _____ Zip: _____
1265 Contact Name: _____ Title: _____
1266 Telephone: (____) _____ x _____ Fax: (____) _____
1267 E-Mail Address: _____ URL: _____

1268
1269 Reason for not retaining: _____

1270
1271 Previous Auditing Firm: _____
1272 Number of years firm has conducted Vendor's audits: ____ Years Expired (MM/YY): ____/____
1273 Address: _____ PO Box: _____
1274 City: _____ State: _____ Zip: _____
1275 Contact Name: _____ Title: _____
1276 Telephone: (____) _____ x _____ Fax: (____) _____
1277 E-Mail Address: _____ URL: _____

1278
1279 Reason for not retaining: _____

1280

1281 **12.4 Customer References**

1282 Vendors are required to submit a list of their customer references by completing the
1283 following attachment. The Evaluation Committee will be the ultimate judge of the
1284 acceptability of all references and may request the vendor to provide additional
1285 references. Vendor may submit a reference listing generated from their system as long
1286 as it includes all the information requested below and is in an easily readable format.

1287
1288 Customer references must include a minimum of 3 current customers with purchase
1289 agreements awarded and initiated within the last 12-months. Additionally, 3 customer
1290 references are required with completed projects and/or purchases completed within the
1291 last 24- months. References should be customers with a program developed similar in
1292 nature, size, and scope to that which a MiCTA member may request based on their
1293 market share.

1294

1295 The Evaluation Committee reserves the right to contact any or all of the references
1296 listed. If a signed release is required prior to the committee contacting references,
1297 Vendor is required to attach a copy of their completed and signed release document as
1298 part of the RFP response. Potential references refusing to agree to speak with an
1299 Evaluation Committee representative should not be included, and alternate reference
1300 sources should be provided.

1301 **12.5 Current Customer References:**

1302 Reflects projects and/or purchases awarded and begun within the last 12-months:

1303
1304 **Customer Name 1:**

1305 _____
1306 City: _____ State: _____ Zip: _____
1307 Products or Services Provided _____
1308 Contract Start Date: _____ Completion Date: _____
1309 Project Estimated Dollar Value: \$ _____
1310 Project Came In On Budget: ___Yes ___No
1311 Successful Contract Completion: ___Yes ___No
1312 Authorization received for MiCTA to contact customer directly: ___Yes ___No

1313
1314 Customer Coordinator: _____ Title: _____
1315 Telephone: (____) _____ x _____ Fax: (____) _____
1316 E-Mail Address: _____ URL: _____
1317 Customer Technician: _____ Title: _____
1318 Telephone: (____) _____ x _____ E-Mail: _____

1319
1320 **Customer Name 2:**

1321 _____
1322 City: _____ State: _____ Zip: _____
1323 Products or Services Provided _____
1324 Contract Start Date: _____ Completion Date: _____
1325 Project Estimated Dollar Value: \$ _____
1326 Project Came In On Budget: ___Yes ___No
1327 Successful Contract Completion: ___Yes ___No
1328 Authorization received for MiCTA to contact customer directly: ___Yes ___No

1329
1330 Customer Coordinator: _____ Title: _____
1331 Telephone: (____) _____ x _____ Fax: (____) _____
1332 E-Mail Address: _____ URL: _____
1333 Customer Technician: _____ Title: _____
1334 Telephone: (____) _____ x _____ E-Mail: _____

1335
1336

1337 **Customer Name 3:**
 1338 _____
 1339 City: _____ State: _____ Zip: _____
 1340 Products or Services Provided _____
 1341 Contract Start Date: _____ Completion Date: _____
 1342 Project Estimated Dollar Value: \$ _____
 1343 Project Came In On Budget: ___Yes ___No
 1344 Successful Contract Completion: ___Yes ___No
 1345 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 1346
 1347 Customer Coordinator: _____ Title: _____
 1348 Telephone: (____) _____ x _____ Fax: (____) _____
 1349 E-Mail Address: _____ URL: _____
 1350 Customer Technician: _____ Title: _____
 1351 Telephone: (____) _____ x _____ E-Mail: _____
 1352

1353 **Prior Customer References:**
 1354 Reflects projects and/or purchases awarded and completed 12-24 months ago:
 1355

1356 **Customer Name 1:**
 1357 _____
 1358 _____
 1359 City: _____ State: _____ Zip: _____
 1360 Products or Services Provided _____
 1361 Contract Start Date: _____ Completion Date: _____
 1362 Project Estimated Dollar Value: \$ _____
 1363 Project Came In On Budget: ___Yes ___No
 1364 Successful Contract Completion: ___Yes ___No
 1365 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 1366
 1367 Customer Coordinator: _____ Title: _____
 1368 Telephone: (____) _____ x _____ Fax: (____) _____
 1369 E-Mail Address: _____ URL: _____
 1370 Customer Technician: _____ Title: _____
 1371 Telephone: (____) _____ x _____ E-Mail: _____
 1372

1373 **Customer Name 2:**
 1374 _____
 1375 _____
 1376 City: _____ State: _____ Zip: _____
 1377 Products or Services Provided _____
 1378 Contract Start Date: _____ Completion Date: _____
 1379 Project Estimated Dollar Value: \$ _____
 1380 Project Came In On Budget: ___Yes ___No
 1381 Successful Contract Completion: ___Yes ___No
 1382 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 1383
 1384 Customer Coordinator: _____ Title: _____
 1385 Telephone: (____) _____ x _____ Fax: (____) _____
 1386 E-Mail Address: _____ URL: _____
 1387 Customer Technician: _____ Title: _____
 1388 Telephone: (____) _____ x _____ E-Mail: _____
 1389
 1390

1391 **Customer Name 3:**
1392 _____
1393 _____
1394 City: _____ State: _____ Zip: _____
1395 Products or Services Provided _____
1396 Contract Start Date: _____ Completion Date: _____
1397 Project Estimated Dollar Value: \$ _____
1398 Project Came In On Budget: ___Yes ___No
1399 Successful Contract Completion: ___Yes ___No
1400 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1401
1402 Customer Coordinator: _____ Title: _____
1403 Telephone: (____) _____ x _____ Fax: (____) _____
1404 E-Mail Address: _____ URL: _____
1405 Customer Technician: _____ Title: _____
1406 Telephone: (____) _____ x _____ E-Mail: _____
1407
1408

1409 **13 Sample Master Service Agreement**

1410



1411
1412
1413

4805 TOWNE CENTRE ROAD, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

1414
1415

1416 **MASTER SERVICE AGREEMENT**
1417 **ENDORSED OR APPROVED VENDOR AWARD**
1418 **CONTRACT NUMBER: 123456789**

1419

1420 This Telecommunications Master Service Agreement (“Agreement”) is made by and between VENDOR (“Seller”) with
1421 principal offices located at ADDRESS OF VENDOR, and MiCTA with principal offices located at 4805 Towne Centre Rd,
1422 Suite 100, Saginaw, Michigan 48604.

1423

1424 **WHEREAS**, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and
1425 local government units, health care providers, libraries and other non-profit entities;

1426

1427 **WHEREAS**, this agreement is for the benefit of all MiCTA members, eligible MiCTA members, and all educational and
1428 governmental units (collectively “Eligible Organizations” or “Members”);

1429

1430 **WHEREAS**, Seller wishes to provide to Eligible Organizations products and/or services as proposed in Seller’s response to
1431 RFP #123456789;

1432

1433 **WHEREAS**, MiCTA desires to promote Seller’s products and/or services to Eligible Organizations as an independent
1434 authorized agent of Seller pursuant to the terms and conditions set forth herein;

1435

1436 **WHEREAS**, Seller is awarded Endorsed status, having met all requirements set by MiCTA, and prevailed in MiCTA’s
1437 comprehensive RFP process for SERVICES AND PRODUCTS, been judged by MiCTA to be the best value for Seller’s
1438 service and product areas (as identified at the Endorsed or Approved section of MiCTA’s web site) based on price, quality,
1439 service, etc. as identified during the RFP evaluation process;

1440

1441 **NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable
1442 consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1443

1444 **1. MASTER SERVICE AGREEMENT:**

1445

1446 1.1. Seller agrees to offer to Eligible Organizations meeting credit criteria, products and services as set forth in the
1447 Seller’s response to RFP #123456789, and as attached as Attachment A at the pricing in Attachment B.

1447

1448 1.2. MiCTA hereby accepts Seller’s offer to provide to Eligible Organizations Telecommunications products and
1449 services, as set forth in Seller’s response to the NAME OF THE RFP - RFP #123456789, and as set forth in Attachment A,

1450 subject to the terms and conditions of this Agreement and the terms of conditions of the Member Participation Agreement,
1451 Attachment C, that each MiCTA Member must sign.
1452

1453 **2. MASTER SERVICE AGREEMENT TERM:**

1454 2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2) years until
1455 _____ (“Expiration Date”).
1456

1457 2.2. MiCTA reserves the right to extend the term of this Agreement for three (3) additional one-year terms providing the
1458 products, service and pricing meet or exceed MiCTA’s standards, and Seller has met and continues to meet all the terms and
1459 conditions of this Agreement.
1460

1461 **3. EXCLUSIVE AGREEMENT:**

1462 3.1. Seller agrees that this Agreement is for the sole use of all Eligible Organizations. Seller shall not disclose the terms,
1463 negotiated pricing and/or benefits provided to Eligible Organizations pursuant to this Agreement to any non-Eligible
1464 Organization.
1465

1466 3.2. Seller agrees that this Agreement supersedes all existing contracts containing products and/or services within the
1467 scope of RFP #123456789 with any/all MiCTA accounts. Nonetheless, any Member Participation Agreements still in effect
1468 under a prior Master Service Agreement shall remain in effect and be performed according to their terms.
1469

1470 **4. HIGHLY COMPETITIVE PRICING:**

1471 Seller hereby agrees to provide all Eligible Organizations with Highly Competitive Pricing throughout the term of this
1472 agreement. “Highly Competitive Pricing” means that Seller will offer all Eligible Organizations its most competitive pricing
1473 option that it has made available to similarly situated institutions and/or organizations in comparable markets provided the
1474 underlying cost structure is the same for Seller in that market. This provision extends to all services provided by Seller under
1475 this Agreement.
1476

1477 **5. CREDIT CRITERIA**

1478 Seller is not obligated to provide service to an Eligible Organization that does not satisfy Seller’s credit criteria.
1479

1480 **6. APPOINTMENT OF AGENT:**

1481 MiCTA is hereby appointed an independent sales agent with limited authority to solicit, on behalf of Seller, Eligible
1482 Organizations as customers for Seller’s products and/or service, subject to the terms of this Agreement.
1483

1484 **7. ACCEPTANCE OF INDEPENDENT AGENT APPOINTMENT:**

1485 MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Eligible Organizations as
1486 customers for Seller’s products and/or services, subject to the terms and conditions of this Agreement.
1487

1488 **8. RELATIONSHIP OF PARTIES:**

1489 8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies
1490 and procedures of Seller other than as specifically authorized by this Agreement.
1491

1492 8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or
1493 create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MiCTA is an
1494 independent contractor with respect to the services provided under this Agreement.
1495

1496 8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services
1497 covered by this Agreement, and shall otherwise identify itself as an independent entity.
1498

1499 8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA members, to
1500 the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.
1501

1502 **9. CONTRACT DOCUMENTS:**
1503 The documents which comprise this Agreement are this Agreement and any attachments or addenda, the RFP #123456789,
1504 the Seller's response to such RFP and any attachments or addenda. Each Eligible Organization that purchases service from
1505 Seller shall also have a Member Participation Agreement with Seller.
1506
1507 **10. RESOLVING CONFLICTING LANGUAGE:**
1508 In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the
1509 documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP
1510 and any attachments or addenda, and third, the RFP #123456789 and any attachment or addenda. Any contractual
1511 clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.
1512
1513 **11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:**
1514 Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting,
1515 problem solving, etc. for any/all Eligible Organizations regardless of their physical location. In addition, the Account
1516 Representative is the responsible contact for reporting to MiCTA on a monthly basis, MiCTA total gross sales revenue.
1517 Additionally:
1518 11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.
1519
1520 11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Representative, and
1521 agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant.
1522
1523 11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if requested to do so
1524 by MiCTA.
1525
1526 **12. MARKETING AND SALES AIDS:**
1527 12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing
1528 plan provided by the Seller.
1529
1530 12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or
1531 services.
1532
1533 12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature,
1534 sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.
1535
1536 12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.
1537
1538 **13. LOGO AND NAMES:**
1539 The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's
1540 Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products
1541 and/or services covered by this Agreement with the written permission of the other party.
1542
1543 **14. CONFERENCE SUPPORT:**
1544 14.1 Seller agrees to funding not to exceed \$5,000, to support at least one MiCTA sponsored conference
1545 annually. Such support may be in the form of conference lecturer, training session, booth display, social
1546 gathering/event, opening or closing banquet, and/or provide door or event prizes.
1547 14.2 If not already an associate member with MiCTA, Seller agrees to become an "Associate Member", and
1548 keep such status in good standing for the full term of this Agreement.
1549
1550 **15. FORCE MAJEURE:**
1551 Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting
1552 from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not
1553 be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other
1554 events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either
1555 Party from canceling or terminating the Contract, or any order for any produce or service included herein, as otherwise
1556 permitted hereunder, regardless of any Force Majeure.

1557
1558 **16. LIVING DOCUMENT:**
1559 The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add
1560 products and services to Attachment A of this Agreement as mutually agreed from time to time. Seller and MICTA will
1561 confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the
1562 possible addition of new Seller product/service offerings to this Agreement. Should MICTA and Seller reach mutual
1563 agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this
1564 Agreement by written amendment.
1565

1566 **17. MICTA PRICING AND PRICE ADJUSTMENTS:**
1567 17.1 Seller hereby authorizes the price structure, as designated in seller's response to RFP #123546789, and as
1568 attached as Attachments A & B, to be offered to all eligible organizations.
1569 17.2 MICTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the
1570 country.
1571

1572 **18. PRICING REVIEW DATES:**
1573 Endorsed status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for
1574 products/services will be released to Eligible Organizations no later than one (1) week after contract execution. MICTA
1575 reserves the right to review the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.
1576

1577 **19. INVOICE TERMS:**
1578 Seller will provide monthly invoices directly to Eligible Organizations for products and services provided under this
1579 Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and
1580 services being provided. **Seller agrees to provide Eligible Organizations Net 30-Days invoice terms.**
1581

1582 **20. MEMBER'S EXISTING CONTRACT:**
1583 Eligible Organizations who have existing contracts for same or similar services will be entitled to renew with Seller subject to
1584 this Agreement. An Eligible Organization and Seller may mutually agree to enter a new Member Participation Agreement
1585 under this Agreement, but are not required to do so.
1586

1587 **21. CODES, PERMITS, FEES, LICENSES:**
1588 Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging
1589 for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of
1590 Telecommunications Equipment and Services as released by the Federal Communications Administrative fee, September 9,
1591 1999, effective March 1, 2000. Seller shall also be responsible for those fees for codes, permits and licenses related to the
1592 products and services identified under this Agreement.
1593

1594 **22. ORDINANCES AND REGULATIONS:**
1595 Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments.
1596 Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.
1597

1598 **23. COMPLIANCE WITH LAW:**
1599 Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and
1600 permits required for its performance under this Agreement.
1601

1602 **24. GOVERNING LAW:**
1603 The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction,
1604 performance and enforcement thereof. Any purchase agreement entered into by Seller and individual Eligible Organizations
1605 will be governed by and construed in accordance with the laws of the state in which service is provided to an Eligible
1606 Organization.
1607

1608 **25. NO WAIVER:**
1609 No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The
1610 failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of
1611 any provision and all terms shall remain in full force and effect.

1612 **26. SEVERABILITY:**
1613 No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other
1614 provisions of this Agreement, all of which will remain in full force and effect.

1615
1616 **27. BINDING EFFECT AND ASSIGNMENT:**
1617 This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. MiCTA may not
1618 assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent
1619 of Seller. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent so
1620 long as the services provided to Eligible Organizations are unaffected.

1621
1622 **28. CANCELLATION/TERMINATION:**
1623 28.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement
1624 provided written notice of breach has been given and such breach has not been cured within thirty (30) days after
1625 delivery of such notice.
1626
1627 28.2 Eligible Organizations shall be responsible for all sums due and owed the seller for products or services
1628 provided under this Agreement.

1629
1630 **29. SURVIVORSHIP OF PROVISIONS:**
1631 All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the
1632 Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without
1633 limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment,
1634 and (iii) MiCTA Administrative fee and Audit Functions, as defined in this Agreement.

1635
1636 **30. SURVIVORSHIP OF INDIVIDUAL ELIGIBLE ORGANIZATIONS MEMBER TERMS AND**
1637 **CONDITIONS:**
1638 In the event Eligible Organizations enter into individual purchase agreements whose term extends beyond the termination or
1639 expiration date of this Agreement, Members, at their own option, may either:
1640 30.1 Continue receiving services or products under the terms and conditions described herein until the expiration
1641 date of the Eligible Organization's individual purchase agreement, or
1642 30.2 Continue receiving services or products at other terms and conditions agreed to in writing by both Seller
1643 and the Eligible Organization.

1644
1645 **31. NOTICES:**
1646 31.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and
1647 properly given on the earlier of:
1648 31.1.1 Date such notice has been received; or
1649 31.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be
1650 delivered by certified mail, return receipt requested, addressed to Seller at:
1651 VENDOR
1652 123 Street Address
1653 City, State 12345
1654 or at such addresses as seller may designate, in writing, from time to time, or.
1655 to MiCTA addressed as follows:
1656 MiCTA
1657 Timothy von Hoff
1658 4805 Towne Centre Rd
1659 Suite 100
1660 Saginaw, Michigan 48604
1661 or at such address as MiCTA may designate, in writing, from time to time.

1662
1663 **32. HEADINGS:**
1664 The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no
1665 way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect
1666 this Agreement.

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33. IMPLEMENTATION DATES:

Seller's Endorsed status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations as soon as practicable after the Effective Date of this Agreement

34. ENTIRE AGREEMENT:

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

35. CONTRACT EXECUTION:

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR: VENDOR

Authorized Signature

TITLE _____

Date: _____

FOR: MiCTA

Timothy von Hoff
Chief Executive Officer
Date: _____

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4805 TOWNE CENTRE ROAD, SUITE 100, SAGINAW, MI 48604 TELEPHONE: 888-964-2227

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**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789**

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ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING



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MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789

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ATTACHMENT B – SELLERS MICTA PROGRAM PRICING

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MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789

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ATTACHMENT C – MEMBER PARTICIPATION AGREEMENT

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Members, purchasing products and services made available under the Master Service Agreement, must enter into an individual Member Participation Agreement. The Participation Agreement is the written agreement between Seller and Member to provide products, services, and/or support at the prices offered and awarded under RFP #123456879 and the Master Service Agreement. The Member Participation Agreement will further define additional purchasing terms and conditions required by a Member’s organization. These Participation Agreements may include any or all of the following terms and conditions as well as any additional terms and conditions required by their state or institutional purchasing requirements.

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C.1 Appropriated Funding:

Members purchasing products, services, and/or support awarded under RFP #123456789 may be subject to yearly appropriated funding. Therefore, Member reserves the right to cancel multi-term agreements whenever funds are not appropriated, or otherwise made available to support continuation or performance in any fiscal year succeeding the first. Member recognizes that this does not affect either the Member’s rights or the Seller’s rights under any termination clause in the Agreement.

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C.2 Member Project Schedule:

Members and Seller will negotiate a schedule for providing required integration services, product delivery, product testing, system acceptance, payment requirements, etc. prior to Member placing an order and Seller’s acceptance of the order. The agreed upon schedules will be made in writing, and become attached to and made part of the final Member Participation Agreement.

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C.3 Member Governing Laws:

Member Participation Agreements shall be governed by and construed in accordance with the laws of the state in which the Member organization resides, excluding any conflict of law provisions. Any litigation with respect thereto shall be brought in the courts of the Member’s state. Seller providing products, services and support under this Agreement shall comply with all applicable federal, state, and local laws and regulations.

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C.4 Financial Stability:

Seller will acknowledge that MiCTA Members rely on Seller’s financial statements filed with the Securities and Exchange Administrative fee as a measure of Seller’s financial strength and ability as an on-going business concern to fulfill its obligations under any resulting Agreement. By filing SEC Certification Reports, Seller represents that, to the best of its knowledge in all material respects, it has accurately reported its financial affairs to the SEC. If it is determined that Seller has failed to 1) conduct its financial reporting activities in compliance with generally accepted accounting principles or 2) comply with applicable Federal security laws and regulations, and there is a material deterioration of Seller’s financial viability as an on-going business concern, Member contract obligations may be reduced or eliminated.

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1770 In the event that there is a material change in the financial condition of the Seller, including without limitation, a
1771 default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded,
1772 bond rating classified as “junk” bond status or lower, assignment of receivables, or a voluntary or involuntary filing
1773 for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of
1774 any kind, the Term of any Agreement shall revert automatically to month-to-month for all purposes under the
1775 Agreement. Any commitments shall be automatically considered to have been achieved for the Agreement and
1776 rates, and discounts shall continue as they are at the time of the events.
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1778 **C.5 Copyright Requirements:**

1779 Seller represents and warrants that it is the lawful owner or licensee of any products / services licensed or sold to
1780 Members, developed by either the Seller or Manufacturer under the RFP Agreement, has all rights necessary to
1781 provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services
1782 made available under the Master Service Agreement and Member Participation Agreement.
1783

1784 **C.6 Indemnification:**

1785 Subject to the other limitations set forth in this agreement, Seller, to the extent permitted by law, shall indemnify,
1786 defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and
1787 expenses incurred in connection with any action or proceeding threatened or brought against the Member to the
1788 extent that such action or proceedings are based on a claim that any product / service provided by the Seller or its
1789 Subcontractors, the use of such products / services, or reproduction of any documentation violates the provisions set
1790 forth in this agreement.
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1792 **C.7 Alternate Product Sourcing:**

1793 Member and Seller shall work in good faith to secure products, services and/or support from other Endorsed or
1794 Approved contract holders whenever it is in the best interest of the Member. Member will be responsible for
1795 notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation
1796 services, must:

1797 C.7.1 Indicate any potential effects the change may create in the overall project.

1798 C.7.2 Be willing to integrate these products and services into the Member’s project.
1799

1800 **C.8 Liquidated Damages:**

1801 Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to
1802 Seller’s products or services failing to perform as specified in the Master Service Agreement and Member
1803 Participation Agreement. Seller will be solely responsible for:

1804 C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for
1805 significant downtime experienced during the term of the Agreement.
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1807 C.8.2 Member shall have the right to liquidate such damages through a credit.
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1810 **C.9 Insurance Requirements:**

1811 Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation
1812 Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all
1813 activities performed on Member’s site in connection with the products and services covered by the agreements.
1814 Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance evidencing coverage,
1815 and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during
1816 the term of Member’s Participation Agreement. Coverage should minimally include the following:

1817 C.9.1 Workers Compensation Insurance
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1819 C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage
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1821 C.9.3 Services / Products / Completed Operations Aggregate
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1823 C.9.4 Automobile Insurance
1824

1825 **C.10 Workmanship Warranty:**
1826 Seller is required to provide for a workmanship warranty of not less than one-year from the date of the Member’s
1827 final system acceptance. The final system acceptance will be determined by a “sign-off” as negotiated by the
1828 Member in the Member Project Schedule and Section 1.39.19 below. Seller will be responsible for all costs for
1829 labor, field service, and pick-up and delivery related to repairs or corrections during the warranty period. Warranty
1830 will be provided to Members at no additional cost.
1831
1832 **C.11 Member Invoice:**
1833 Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown of all
1834 products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days invoice terms.
1835
1836 **C.12 Freight Terms:**
1837 Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide Freight
1838 Terms as defined below.
1839 C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination-: Member’s Receiving Dock, ground
1840 transportation, within the Continental U.S.A, at no additional cost to the Member.
1841
1842 C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping costs be
1843 invoiced “Prepay and Add”, prior to accepting a Member’s Participation Agreement.
1844
1845 C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside the
1846 Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.
1847
1848 **C.13 Hardware/Software Compatibility:**
1849 Seller and/or its subcontractors, providing hardware or software products to Members, agree to address hardware /
1850 software compatibility issues with the Member that minimally includes the following:
1851 C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member
1852 compatibility and/or interoperability issues between hardware, peripheral or software provided by the
1853 Seller.
1854
1855 C.13.2 Seller shall provide networking equipment configurations that meet or exceed all applicable
1856 industry standards, and are interoperable with all other system components.
1857
1858 C.13.3 Seller is responsible for providing an evaluation or survey of Member’s existing systems and
1859 software prior to ordering and installing equipment, and make Member aware of any/all known
1860 interoperability and compatibility issues that must be addressed.
1861
1862 C.13.4 Seller agrees to notify the Member entering into a participation agreement of any additional
1863 electronic premise equipment that is required to interface to the hardware, peripherals, or software being
1864 provided.
1865
1866 C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a result of
1867 any additions or modifications to the products and/or services not performed by the Seller, or resulting from
1868 the Member’s use of the products and/or services in conjunction with the Member’s other software and/or
1869 systems which have not been reviewed and approved by the Seller prior to order and installation.
1870
1871 **C.14 Termination Right:**
1872 The Service or Products shall be available for use by MiCTA Member within seven (7) business day from receipt of
1873 the Member Participation Agreement by Seller. Seller agrees that Members shall have the right to terminate the
1874 Participation Agreement without cause at any time.
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1876 **C.15 Title and Risk Allocation:**
1877 Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation
1878 Agreement, for all products and services.
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C.16 Seller Hardware/Software Warranty:

Seller and/or its subcontractors, providing hardware / software to Members, agrees to provide a Seller’s Hardware/Software Warranty that minimally includes the following:

C.16.1 Seller assumes responsibility for issues and/or concerns arising in setup, installation, and general system testing when a subcontractor is utilized to complete this process.

C.16.2 Seller warrants the infrastructure operation and capacity based on the system specifications and design.

C.16.3 Seller’s warranty will commence upon the Effective Date of each Participation Agreement, and will be provided at no additional cost to the Member, other than those costs as agreed.

C.16.4 Seller warrants that all products and services provided under this Agreement to Members conform to all RFP requirements and all representations contained in the Seller’s RFP response, presentation, and/or and technical demonstration.

C.16.5 Seller guarantees that the use of non-certified installation and/or service technicians will not void any manufacturer’s product warranty.

C.16.6 Seller agrees that all warranty service provided under this Agreement to Members shall be performed by manufacturer trained, certified, and authorized technicians.

C.16.7 Seller agrees to act as the sole point of contact for warranty service.

C.16.8 Seller warrants it will pass through to Members any and all warranties obtained or available from the original equipment manufacturer (OEM) only, including any replacement, upgrades, or additional equipment warranties.

C.16.9 Seller agrees that any shipment received damaged or “dead on arrival” (DOA) will be immediately replaced with new equipment via priority shipping by the Seller.

C.16.10 Seller agrees that damaged or DOA shipments will be issued an RMA and freight Call Tag, and returned either at the Seller’s or manufacturer’s expense.

C.17 Compliance With Law:

Seller and its subcontractors shall, at their own expense, operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required by the states in which they conduct business.



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MASTER SERVICE AGREEMENT CONTRACT NUMBER: 123456789

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ATTACHMENT D – ADMINISTRATIVE FEES DUE MICTA

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D.1 Administrative fee/Restrictions:

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Upon acceptance of an order by Seller, Seller agrees to pay MiCTA a administrative fee fee of not less than 2% of the Eligible Net Revenue (as defined below) generated from any MiCTA account. For purposes of this Agreement:

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D.1.1. MiCTA Account shall mean an Eligible Organization that purchases Seller’s products or services under this Agreement and the Member Participation Agreement with Seller.

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D.1.2. Eligible Net Revenue means the monthly recurring revenue, specified in the VENDOR Term and Volume Discount Addendum, from MiCTA’s customer, but shall not include: (i) any VENDOR charges for goods and services that are not within the scope of RFP #123456789; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by VENDOR tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by VENDOR.

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D.1.3. The only administrative fees, fees or compensation due MiCTA shall be those administrative fees payable on all MiCTA Account sales/purchase agreements, for products and services within the scope of RFP #1234546789.

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D.1.4. Any administrative fees earned by MiCTA are scheduled to be paid monthly beginning sixty (60) days in arrears from the billing date starting with the first full month’s billing by VENDOR of an Eligible Organization, and administrative fee payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, VENDOR is only required to pay administrative fees on the “Eligible Net Revenues” related to a particular Eligible Organization once VENDOR receives the entire billed amount from that particular Eligible Organization.

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D.1.5. Notwithstanding the above, in the event that administrative fees due MICTA total less than \$50.00 for any given payment period, VENDOR shall have the right to withhold payment of such administrative fees until the total reaches \$50.00, and then VENDOR shall pay to MiCTA such aggregated administrative fees in the next payment period.

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D.1.6. Seller shall be responsible for payment of all pending MiCTA administrative fees due from sales revenues generated by this Agreement up through the actual date of termination.

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D.1.7. MiCTA will not guarantee a minimum sales volume or estimate sales volume for this Agreement.

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D1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of administrative fee payments hereunder.

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D.2. SALES/ADMINISTRATIVE FEE REPORTS:

Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members and MiCTA Eligible Organizations. The report must minimally, for each Eligible Organization taking service, include the customer name, contact name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date. A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA’s website and require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-end close.

Monthly reports should be sent to:
MiCTA
Attn: Administrative fee Report
4805 Towne Centre Rd
Suite 100
Saginaw, MI 48604

Sales/Administrative fee Reporting Process:

- D.2.1. Monthly reports must include a list of all purchases between MiCTA Members and MiCTA Eligible Organizations and the Seller.
- D.2.2. Seller will be required to submit an annual report of all MiCTA Member and MiCTA eligible institution purchases within 30-days of the Seller’s fiscal year close.
- D.2.3. MiCTA may escalate to the Vice President level for any failure to report Member sales in their entirety Sales/Administrative fee Audit.
- D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.
- D.2.5. Seller will be required to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.
- D.2.6. Seller will be held responsible for all administrative fee fees and service charges for all unreported Net Eligible Revenue with MiCTA Accounts revealed during an audit.
- D.2.7. MiCTA will be responsible for repaying all administrative fees for all over reported Net Eligible Revenue paid to MiCTA which may be repaid by an offset against future administrative fees.

Intent To Respond Form

MiCTA 2018 Emergency Notification System RFP (#MT-ENS 2018)

_____ has received and reviewed the MiCTA 2018 Emergency Notification Services (RFP).

MiCTA will provide RFP updates only to those organizations that have provided MiCTA with updated contact information. Please ensure that our contact information for your organization is valid at all times during the RFP process.

13.1 Contact Information

The following individuals will serve as the primary contact for our organization.

13.2 Primary Contact:

Name: _____ Title: _____
Telephone: (_____) _____ x _____ Fax: (_____) _____
E-Mail Address: _____ URL: www. _____\

13.3 Secondary Contact:

Name: _____ Title: _____
Telephone: (_____) _____ x _____ Fax: (_____) _____
E-Mail Address: _____ URL: www. _____

13.4 Legal Counsel:

Name: _____ Title: _____
Telephone (_____) _____ x _____ Fax: (_____) _____
E-Mail Address: _____ URL: www. _____

Please return this form by 4:30 PM March 23, 2018 to (989) 753-2655 or to rfp@mictatech.org. Submitting this form does not obligate you to respond to the RFP.