



Request For Proposals # MT-TISA 2018

**Telecommunications, Internet, Specialty
Services and Applications**

1 **Issued by:**
2
3 MiCTA
4 4805 Towne Centre Rd, Ste 100
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7
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10 **RFP SCHEDULE For E-Rate**
11 **Issue Date:** Monday July 2, 2018

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14

15 **RFP Response Deadline:** Monday, July 30, 2018, 4:30 PM EDT

16
17

18 **E-Rate 470 Contact**

19 Gary Green

20 MiCTA E-Rate/HCF Consultant

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22

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183 **2 Introduction**

184 **2.1 Request For Proposals**

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

187 Telecommunications, Internet, Specialty Services and Applications (TISA). This is also
188 an RFP for other types of solutions including:

- 189 • Structured cabling
- 190 • Towers
- 191 • Specialty Services and applications
- 192 • Emerging technologies

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

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

205 **2.1.1 Purpose and Scope of RFP**

206 The purpose of the RFP is to solicit offers from qualified potential vendors who can
207 provide high quality Telecommunications, Internet, Specialty Services and Applications
208 (TISA) to our members under the terms of our Master Service Agreement (MSA).

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

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

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

221 **2.2 About MiCTA**

222 MiCTA is a national non-profit consortium comprised of governmental, health care,
223 higher education, libraries, K-12 schools and school districts, public sector entities,
224 religious and charitable organizations. We aggregate our members' demand and negotiate
225 favorable pricing for essential telecommunications, data, and technology products and
226 services. MiCTA also acts as a provider of services and a clearinghouse for technological
227 and legislative information related to the telecommunications, data and technology
228 interests of its members.

229
230 Among MiCTA's other primary functions are:

- 231 • To identify and resolve voice, data and video problems common to its members;
- 232 • To act as a centralized information source for information related to these
233 technologies;
- 234 • To locate and disseminate information on new products and services to its
235 members;
- 236 • To enhance the competence and professional status of members' personnel
- 237 • To influence the development, reduce the cost and improve the quality of voice,
238 data and video services delivered to the members;
- 239 • To participate in governmental and regulatory proceedings that affect technology
240 issues of central interest and importance to the members.

241
242 MiCTA provides an easy venue for contract purchasing. By issuing an RFP on behalf of
243 our membership, we reduce the time it takes to complete a purchase. Based upon the MSA
244 with our approved vendors, we provide mutual marketing support that benefits MiCTA,
245 our membership and our authorized vendor partners.
246

247 **2.3 The MiCTA Model**

248 **2.3.1 MiCTA Membership**

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

254
255 **For the purpose of developing the cost proposal for this RFP, potential vendors**
256 **should assume that MiCTA is paid an administrative fee on sales of all products and**
257 **services generated through contracts established by this RFP.**
258

259 **2.3.2 MiCTA National E-Rate/Healthcare Connect Fund Programs**

260 Interested Vendors should also be aware that MiCTA will be filing an E-Rate 470 on
261 behalf of its K-12/Library Members for Category 1 & 2 services and products in July,
262 2018, as soon as the 470-filing window opens. This same RFP will be referenced in the

263 MiCTA 470 filing and therefore vendors who have already responded to this “general”
264 RFP before the 470 filing takes place will be sent an electronic Intent to Respond (ITR)
265 document for the 470 processes by MiCTA’s E-Rate Consultant who will be filing the
266 470 on behalf of MiCTA.

267 **Return of the E-Rate 470 ITR is required if a vendor wishes to be considered for**
268 **approval under the E-Rate process.** The evaluation process for the “General” and “E-
269 Rate” processes will take place at the same time.

270
271 In addition, eligible contracts awarded through the E-Rate process can also be used by
272 MiCTA Healthcare members for funding under the Healthcare Connect Fund Program
273 without having to bid by using the “Government Master Service Agreement” exemption.
274 The FCC and USAC legally recognize MiCTA awarded contracts to be “Government
275 Master Service Agreements” classified as “Evergreen”. Those vendors who are not
276 familiar with the E-Rate and/or Healthcare Connect Fund Programs can find more
277 information at the sites listed below:

278
279 **Schools and Libraries Program (E-rate) Program**
280 The FCC's **E-rate Program** makes telecommunications and information services more
281 affordable for schools and libraries. With funding from the Universal Service Fund, E-
282 rate provides discounts for telecommunications, Internet access and internal
283 connections to eligible schools and libraries <https://www.usac.org/sl/>

284
285 **Healthcare Connect Fund**
286 The **Healthcare Connect Fund (HCF) Program** provides a 65 percent discount on
287 eligible expenses related to broadband connectivity to both individual rural health care
288 providers (HCPs) and consortia, which can include non-rural HCPs, if the consortium
289 has a majority of rural sites. [https://www.usac.org/rhc/healthcare-](https://www.usac.org/rhc/healthcare-connect/default.aspx)
290 [connect/default.aspx](https://www.usac.org/rhc/healthcare-connect/default.aspx)

291

292 **2.3.3 Member and Vendor Benefits**

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

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

301 **2.3.4 Potential Sales Volume**

302 MiCTA does not collect comprehensive statistics regarding service usage by its
303 membership. MiCTA does not have information regarding the current state of
304 Telecommunications, Internet, Specialty Services and Applications in use or anticipated
305 to be in use at our member institutions.

306 **2.4 RFP Status**

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

312 **2.5 Freedom Of Information Act**

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

316 **3 Responding To This RFP**

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

320 **3.1 Eligibility To Respond**

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

329 **3.2 Collusion Among Bidders, Response Rejections**

330 MiCTA shall reject all bids that are a product of collusion among potential vendors, or
331 that are later revealed to have been the product of a collusive agreement. MiCTA shall
332 reserve the right to reject any or all bids. MiCTA also reserves the right to reject a bid not
333 accompanied by the data required by this RFP or that contains incomplete or irregular
334 responses.

335 **3.3 Personal Gain**

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

344 **3.4 E-Rate Contact**

345 The sole contact for all issues regarding this E-Rate 470 is:

346 Gary Green
347 MiCTA E-Rate/HCF Consultant
348 4805 Towne Centre Rd, Suite 100
349 Saginaw, MI 48604
350 (888)-964-2227
351 (989) 753-2424
352 rfp@mictatech.org

353 **3.5 RFP Questions**

354 MiCTA requires all prospective vendors to submit questions and clarification requests in
355 writing to the RFP contact. MiCTA explicitly cautions prospective vendors not to rely on
356 oral representations regarding this RFP. Prospective vendors may submit questions
357 regarding the RFP **in writing** until **Thursday, July 26, 2018 at 4:30 PM EDT**. MiCTA
358 is not responsible for late or misdirected email, postal mail or faxes. MiCTA will not
359 guarantee a response to questions submitted after this date.

360 **3.6 RFP Closing Date and Time**

361 Potential vendors must submit their offers no later than **4:30 PM EDT Monday, July 30,**
362 **2018**. MiCTA has divided this RFP into sections that correspond to various products and
363 services. Potential vendors may choose to respond to one, many or all of the section(s) of
364 the RFP. The vendor must submit a complete response for each selected section. The
365 Evaluation Committee will not consider incomplete offers.

366 **3.7 RFP Response Format Requirements**

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

370
371 This RFP is provided to you as an editable Microsoft Word document. Each section poses
372 a series of questions and contains a Response indicator. Please place your response in this
373 section.

- 374 • Do not renumber the document sections or the questions.
- 375 • Do not combine questions or your responses to questions. Answer each question
376 individually as requested.
- 377 • Do not include cost information in your technical proposal. All cost information
378 should be provided in a separate, sealed envelope clearly marked **COST**
379 **PROPOSAL**.

380
381 Your response must be returned in this electronic form, along with the number of paper
382 copies requested. Attachments to this proposal must be identified as indicated within the
383 RFP. If a requested attachment is not included or is improperly labeled, your response
384 may be considered incomplete and will be scored accordingly.

385
386 ***Potential vendors are expressly warned against modifying the text of the RFP***
387 ***document.*** Doing so will disturb the evaluation tools that will be used in conjunction with
388 this response form. MiCTA assumes no responsibility for correcting the format of
389 modified response forms, permitting corrections once the response deadline has passed or
390 correcting any errors that result from improperly modified RFP forms. Potential vendors
391 may not apply any form of security, encryption or password protection to the response
392 form.

393
394 Potential vendors must submit **ONE bound, printed original** offer that is manually

395 signed by an officer of the company with the authority to bind the potential vendor to its
396 offer. The original offer must include all attachments and other required documentation.

397

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

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

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

- 406 • Cover Letter/Letter of Transmittal, manually signed as described in the following
407 section.
- 408 • Executive Summary as described in Executive Summary Requirements.
- 409 • Corporate Overview.
- 410 • Technical Response.
- 411 • Cost Proposal, placed in a sealed envelope marked **COST PROPOSAL**. Include
412 printed copies of all schedules, spreadsheets and other requested cost information.
- 413 • Vendor Profile.
- 414 • Attachments. Must be clearly labeled with the pertinent section/question number.
- 415 • Audited financial statements (may be submitted under separate binding).

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

421 **3.8 Cover Letter Requirements**

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

- 425 The section (or sections) to which the prospective vendor is responding;
- 426 The prospective vendor has read and understands the RFP requirements;
- 427 The prospective vendor has provided a copy of the MSA to its legal counsel;
- 428 The prospective vendor has raised its objections to the MSA in its response;
- 429 The prospective vendor will extend its most favorable pricing to MiCTA members
430 at all times, if its proposal is successful;
- 431 The prospective vendor has never been a MiCTA vendor, OR
432 is a current or past MiCTA vendor and is fully in compliance with its existing or
433 prior Agreement with MiCTA;
- 434 The prospective vendor accepts the conditions of the RFP;

435 The prospective vendor is committing itself to the prices, products and services
436 offered in the response;
437 The prospective vendor understands and agrees that MiCTA's determination is
438 final and waives any rights to protest or appeal MiCTA's determinations.

439 **3.9 Executive Summary Requirements**

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

450 **3.10 Identification Of Prime Contractor On Joint Proposal Submissions**

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

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

461 **3.11 Vendor Profile**

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

465 **3.12 Customer References**

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

469 **3.13 Most Favorable Pricing, and State or Regional Offer Variations**

470 Potential vendors are required to extend their most favorable pricing to MiCTA and its
471 membership at all times during the resulting negotiated contract, including negotiated
472 extensions. MiCTA acknowledges, in some cases, pricing may vary from state-to-state or
473 zone-to-zone. Therefore, if costs or discounts vary, Vendors must indicate the costs and

474 discounts for each state or zone. Vendors will not have an opportunity to add additional
475 costs or fees after the proposal is accepted.

476 **3.14 Incorporated References**

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

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

483 **3.15 Late Proposals**

484 Prospective vendors must submit their proposals no later than **4:30 PM, Monday, July**
485 **30, 2018**. Late proposals will not be considered. The Evaluation Committee is under no
486 obligation to permit corrections, additions, or modifications to a proposal once the
487 submission deadline has passed. Timely delivery of the prospective vendor's proposal is
488 the sole responsibility of the offeror.

489 **3.16 Cost Of Response**

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

492 **4 Evaluation of Proposals**

493 A committee of technical and administrative professionals who are subject matter experts
494 will evaluate all complete, responsive proposals August 5 – 10, 2018. MiCTA will
495 evaluate each proposal without regard to the potential vendor's market share; the number
496 of different products and services in the potential vendor's proposal; and the potential
497 vendor's area(s) of operation. Successful proposals will provide the best combination of
498 price, value and service in MiCTA's sole determination.

499 The committee will:

- 500 • Award evaluation points for all proposals based on their adherence to technical,
501 administrative and managerial requirements;
- 502 • Ask for clarifications, demonstrations or presentations to inform the committee's
503 decision-making;
- 504 • Evaluate the financial stability of prospective vendors and their subcontractors;
- 505 • Evaluate vendor performance via customer referrals and Member experiences;
- 506 • Make acceptance recommendations in whole or in part based upon the proposal's
507 ability to meet any or all of the RFP's requirements;
- 508 • Make rejection recommendations in whole or in part based upon failure to meet
509 any or all proposal requirements, or the presentation of what in the committee's
510 sole judgment represents an unacceptable risk to MiCTA or its membership.

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

515 **4.1 Product Demonstration**

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

519 **4.2 Evaluation Criteria**

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

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

528 **40% - Cost Proposal**

529 **30%- Response to the Technical Requirements**

530 **20% - Ability to work within the terms of the Master Service Agreement**

531 **10% - Administrative Requirements, Vendor Profile, Customer References**

532

533 **PLEASE NOTE:**

534 MiCTA **will not** issue a "Best And Final Offer" (BAFO) as part of the evaluation process.
535 Pricing is of primary importance to the evaluation committee. The Evaluation Committee
536 assumes that the proposal as written provides the best possible pricing and will evaluate
537 all proposals and pricing **as written in the original offer**. During the evaluation period,
538 potential vendors **will not** be given an opportunity to revise the pricing in their offers.
539 High-cost proposals risk immediate elimination.

540 At the end of the evaluation period, the Evaluation Committee will draft recommendations
541 to the MiCTA Board of Directors. The recommendations will identify those proposals that
542 contain the best overall combination of price and service, and will advise the MiCTA
543 Board of Directors to invite the successful potential vendors to enter into a MSA. This
544 advice will be considered and acted upon at the August MiCTA Board of Directors
545 meeting.

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

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

553 **4.3 Length of Offer**

554 All elements of the offer must remain valid from the time of submission through the close
555 of business on Friday, November 16, 2018 and for the length of the Master Service
556 Agreement and its extensions for successful vendors.

557 5 Master Service Agreement

558 5.1 The MiCTA Master Service Agreement

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

564 By submitting an offer, a potential vendor acknowledges that the potential vendor has read
565 the attached sample Master Service Agreement. The potential vendor agrees to execute a
566 Master Service Agreement with MiCTA in substantially the standard form attached to this
567 RFP.

568 5.1.1 Objections And Concerns Regarding Provisions In The Master Service 569 Agreement

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

575 5.1.2 Purchases By MiCTA Members

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

583 MiCTA and its membership inherently prefer products and services that promote
584 interoperability through the use of recognized telecommunications, networking and/or
585 industry standards. MiCTA and its membership also prefer products and services that are
586 easily maintainable, expandable and upgradeable.

587 5.1.3 Allowable Use of The MiCTA Relationship

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

592
593 With MiCTA's agreement, new products and services that are developed or made available
594 following the execution of a MSA may be added or appended to the MSA during the

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

599 **5.2 Acceptance of Offers**

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

604 **5.3 Close of Process**

605 MiCTA expects to conclude execution of all MSAs no later than **November 16, 2018**.
606 Without any additional notice, MiCTA reserves the right to terminate discussions with
607 potential vendors that do not have a fully executed MSA in place by the close of business
608 on **Friday, November 16, 2018**.

609 **6 Member Participation Agreements**

610 Under the MiCTA MSA, MiCTA members will negotiate a participation agreement with
611 the successful vendor. The Member Participation Agreements are separate agreements
612 between successful vendors and MiCTA members. A MiCTA Vendor may choose to
613 award reduced Individual Case Basis (ICB) pricing to MiCTA members that deviates from
614 the benchmark pricing established in the MiCTA/Vendor MSA based on a member's
615 agreement to an extended length of commitment, scope of the products and/or services
616 requested, or ensuing vendor competition. MiCTA accepts ICB pricing under these
617 conditions. Except as described above and in the Sample Member Participation
618 Agreement in Attachment C on Page 97 of this document, MiCTA is not a party to the
619 Member Participation Agreements among its members and its endorsed or approved
620 vendors.

621 Member Participation Agreements are legal binding contracts to provide products and
622 services under this MiCTA MSA. The Member Participation Agreement defines the
623 additional purchasing terms and conditions imposed by the Member. Potential vendors
624 should anticipate the terms expressed in the Model Member Participation Agreement in
625 Attachment C in this document will apply to member purchases made under this MSA.
626 Vendors who provide Member Participation Agreements under either the E-Rate or
627 Healthcare Connect Fund must include their MiCTA MSA number and the customer's
628 MiCTA Membership number on the PA as required by USAC. If the Member is unable
629 to provide their MiCTA Member Number the MiCTA office will be able to provide it.

630 **7 Statement of Work**

631 MiCTA issues this RFP on behalf of its entire membership and for the exclusive benefit
632 of its membership. MiCTA, as the issuer of the RFP does not intend to purchase the
633 products and/or services requested in the RFP for itself, but instead, intends to negotiate
634 standard volume purchasing terms for the products and services described in the RFP
635 and any resulting offers.

636
637 The purpose of the RFP is to determine the availability and cost of solutions that will
638 provide our membership options for an advanced Telecommunications, Internet,
639 Specialty Services and Applications. This would include but not be limited to: voice,
640 text, email and social media notifications of life and safety notifications by public safety
641 and administrative areas of the member institution. Certain MiCTA members want or
642 need Telecommunications, Internet, Specialty Services and Applications (TISA) that are
643 acceptable for use in a campus-wide or municipal setting. Some members have
644 sufficient resources to host and administer their own TISA systems, while others will
645 prefer a completely hosted TISA solution.

646 **8 Vendor Overview**

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

652 **8.1 Executive Summary**

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

- 655
- 656 1. A brief introduction to the company, including the company's history and
657 experience with providing Telecommunications solutions.
 - 658 2. A brief discussion of the offeror's anticipated future growth.
 - 659 3. A description of the offeror's corporate structure.
 - 660 4. A description of the respondent's major product lines.
 - 661 5. A brief description of the proposed solution.
 - 662 6. A discussion regarding the benefits and features of the potential vendor's
663 offer(s).

664
665 **Response:**
666

667 **8.2 Program Marketing and Sales**

668 Each successful vendor will work closely with MiCTA to develop a detailed marketing
669 and sales plan to promote the MiCTA TISA offering. Successful vendors will bear the
670 cost of developing and implementing their marketing plans. Minimally, marketing and
671 sales plans should include:

- 672
- 673 • An announcement of the successful vendor's affiliation with MiCTA.
- 674 • Collaboration with MiCTA on marketing and selling the vendor's program to
675 MiCTA members and membership-eligible organizations.
- 676 • Assignment of a lead account representative to coordinate and administer the
677 MiCTA sales program.
- 678 • Provision of marketing and sales materials to promote the MiCTA program
679 throughout the MSA term.
- 680 • Promotion of the MiCTA program at trade shows, seminars and other similar
681 events.
- 682

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

- 685
- 686 1. A description of the offeror's organization's ability to develop and
687 implement a marketing plan for MiCTA members.
- 688 2. The ability/willingness of the offeror to assign a lead account
689 representative to coordinate and administer the MiCTA program.
- 690 3. The offeror's ability to provide marketing materials to promote the
691 MiCTA program.
- 692 4. The offeror's ability to promote the MiCTA program at trade shows,
693 seminars and other industry-relevant events.
- 694 5. An estimated timeline for developing and implementing a marketing
695 plan, based on the assumption that a MiCTA MSA will be finalized no
696 later than November 16, 2018. The timeline should indicate all major
697 activities and designate responsible parties.

698 **8.3 Program Access**

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

- 701
- 702 ▪ The MiCTA icon on the prospective vendor's home page.
- 703 ▪ A distinct MiCTA program Web page within the prospective vendor's Web site.
- 704 ▪ A link to the MiCTA Web site from the Vendor's Web site.
- 705 ▪ Primary and secondary contact information for members' use.
- 706 ▪ Up-to-date program pricing for the duration of the MSA, available online at
707 MiCTA's secure, members-only Web site.
- 708 ▪ Updated program information available immediately on the MiCTA Web site.
- 709 ▪ Members-only online ordering access through the prospective vendor's e-
710 commerce site, if available.

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719

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

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

Response:

8.4 Sales Process

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

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

Response:

735

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

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

742

1. A description of the program support the offeror can provide for existing MiCTA members and membership-eligible organizations.
2. An indication of whether the vendor will require its sales staff to offer services under the MiCTA program to MiCTA members.
3. An indication of the vendor commitment to providing training and periodic review on the MiCTA program for its entire sales staff.
4. A description of how the potential vendor will apply the MiCTA program to current customers who are also MiCTA members.

753

- 754
755 5. A description of how the potential vendor will promote the MiCTA program to
756 current customers who are eligible for MiCTA membership but are not currently
757 MiCTA members.
758
759 6. An affirmative statement that the vendor will not offer MiCTA contract pricing
760 to non-MiCTA members.
761

762 **Response:**

763 **8.6 Competing Programs**

764 Vendors sometimes offer programs that compete with MiCTA or that offer similar
765 discounts. Please describe any programs the vendor currently offers that may compete
766 with the MiCTA program.
767

768 A highly responsive answer will include:

- 769
770 1. A description of one or more programs that may be currently available to a
771 MiCTA member or membership-eligible organization.
772 2. A description of the vendor's policy regarding the presentation of competing
773 program information to MiCTA members or membership-eligible organizations.
774

775 **Response:**

776 **8.7 Reporting of Sales**

777 Under the terms of this contract, MiCTA will provide an online reporting structure that
778 will enable successful vendors to report sales agreements to MiCTA. Potential vendors
779 are required to report updated sales figures every 30 days. Please describe the vendor's
780 commitment to filing timely sales report information.
781

782 A highly responsive answer will include:

- 783 1. A commitment to report sales information at least once every calendar month for
784 the duration of the MSA.
785 2. The name of the person (or role) responsible for providing sales data.
786 3. The reporter's contact information.
787 4. A copy of the signed participation agreement with the MiCTA member.
788

789 **Response:**

790 **8.8 Return Policy For Equipment And/Or Software**

791 Occasionally, a member may want to return equipment or software purchased from a
792 MiCTA vendor.
793

794 **Please describe your hardware and/or software return policies. A highly**
795 **responsive answer will include:**

- 796
797
798
799
800
801
802
803
804
805
1. A complete description of the vendor's return policy for hardware.
 2. A complete description of the vendor's return policy for software.
 3. An indication of whether RMA numbers are required for all returns.
 4. An indication of any fees that are assessed when a RMA number is issued. If fees apply, please also indicate the fee.
 5. Identify the responsible party for freight charges paid for returns.
 6. Identify any insurance requirements for returned items.
 7. Will the vendor offer an unconditional 30-day return policy for MiCTA members?

806 **Response:**

807 **8.9 Legal Proceedings**

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

812
813 **Response:**

814 **8.10 Geographic Coverage Area And Staffing Levels**

815 MiCTA has members nationwide.

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

818
819 A highly responsive answer will include all of the following:

- 820
821
822
823
824
825
826
827
828
829
1. Geographic coverage area and areas of planned expansion.
 2. All limitations to geographic service area.
 3. Total number of sales staff.
 4. Number of technical support staff.
 5. Indication of whether the vendor will assign one or more permanent sales representatives to service MiCTA members and membership-eligible organizations.
 6. Indication of whether the vendor will assign one or more permanent technical support representatives to service MiCTA members and membership-eligible organizations.

830 **Response:**

831

832 **8.11 Installation and Setup Services**

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

836

837 A highly responsive answer will include:

- 838 1. A description of the vendor's installation setup services.
839 2. A description of geographic limitations on the vendor's installation and setup
840 services.
841 3. An indication of whether the vendor performs its own installations and setup or
842 contracts installations to a third-party.
843 4. The average number of years of experience the vendor's installers have.
844 5. The average length of time between the entry of a customer's order and
845 installation.
846 6. Whether the customer can perform its own installation(s) and/or setup.
847 7. An indication of whether the solution warranty is voided if the customer
848 performs its own installations and/or setup.
849 8. A description of escalation procedures the vendor uses to resolve issues that arise
850 during the installation and setup process.
851

852 **Response:**

853 **8.12 Needs Assessment**

854 Some MiCTA members may want or need the vendor to conduct a needs assessment
855 prior to placing an order for goods or services. **Please describe your organization's**
856 **process for conducting a needs assessment for a new order for products or services.**
857

858 A highly responsive answer will include:

- 859 1. A description of the vendor's process for conducting a needs assessment for a
860 customer.
861 2. A description of how the vendor addresses third-party and legacy equipment that
862 may be in use at the member site.
863 3. An indication of whether the needs assessment includes a review of the member's
864 physical plant/existing infrastructure to identify any additional
865 physical/infrastructure support required for the vendor's proposed solution.
866 4. How the vendor communicates the results of the needs assessment to the
867 member.
868 5. Whether the needs assessment is billable.
869 6. If the needs assessment is billable, is the charge waived if the member purchases
870 equipment or services from the vendor.
871

872 **Response:**

873 **8.13 Conversion and Migration**

874 Describe your approach to assisting a member in converting from existing equipment or
875 providers to your organization's solution.
876

877 A highly responsive answer will:
878

- 879 1. Provide a description of the vendor's approach to incorporating third-party or
880 legacy equipment owned or used by the member into your organization's
881 solutions.
882 2. Indicate whether the vendor assigns specific personnel to help the Member
883 manage the conversion process.
884 3. Indicate whether conversion and migration services are billable separately or
885 included in the purchase cost of the service and/or equipment.

886 **Response:**
887

888 **8.14 Product or Service Interoperability and Vendor Testing**

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

- 891
892 1. Indicate whether the vendor certifies the interoperability of all elements of the
893 proposed solution(s).
894 2. Identify and describe any testing the vendor will conduct to verify
895 interoperability of the vendor's solution with any solutions the member may
896 already have in place.
897 3. Describe the vendor's system testing process.
898 4. Indicate how acceptable performance is verified prior to turning over the system,
899 service and/or equipment to the member.
900 5. Indicate how the member will be involved in the vendor's system testing and
901 evaluation processes.
902 6. Indicate whether the vendor provides written documentation of acceptable
903 testing results to the member.

904 **Response:**

905 **8.15 Member Acceptance Testing**

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

909
910 **Discuss member acceptance testing. A highly responsive answer will:**

- 911
912 1. Indicate how the vendor will address issues of non-performance that arise during
913 the member acceptance testing period.
914 2. Identify the recourse members have if disagreements regarding the acceptable
915 performance of the system, service or equipment cannot be addressed to the
916 member's satisfaction.

917 **3. Response:**
918

919 **8.16 Uptime and Service Level Agreements (SLA)**

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

922
923 A highly responsive answer will:

- 924 1. Indicate the vendor's standard uptime guarantees for each product or service
925 included in your offer.
- 926 2. Provide the vendor's actual uptime or response time for the products and services
927 included in the vendor's offer.
- 928 3. Indicate the recourse available to members for recurring or excessive downtime.
- 929 4. Identify performance benchmarks that would indicate performance failure.

930
931 Please label any standard SLA the vendor offers. Label the SLA document(s) as
932 **Attachment 8.16** and include the document(s) in the **Attachments** section of the
933 response.

934 **Response:**

935

936 **8.17 Help Desk/Trouble Reporting**

937 Discuss any technical support services that are provided by the vendor.

938

939 A highly responsive answer will:

- 940 1. Describe the help desk or technical support services the vendor provides for the
941 products and services included in the offer.
- 942 2. Indicate the ways in which a member may request assistance or report trouble.
- 943 3. Indicate the hours for which service and support are available.
- 944 4. Indicate the physical location of all call centers into which a member's call may
945 be directed.
- 946 5. Describe your organization's standard response to trouble reports. (Include
947 standard response times for email, Web and telephone inquiries. Indicate average
948 time to resolution.)
- 949 6. Describe your trouble-reporting and tracking system.
- 950 7. Describe how progress is communicated to the MiCTA member.
- 951 8. Describe your escalation procedures. Indicate the points at which a trouble ticket
952 is automatically escalated.
- 953 9. Describe your organization's escalated response.

954 **Response:**

955 **8.18 Training, Consulting and Professional Services**

956 Discuss any training, consulting and professional services the vendor offers.

957

958 A highly responsive answer will:

- 959 1. Provide a complete description of the services available.
- 960 2. Include the scope and limitations of these services.

961 3. Describe how the costs for these services are determined. (Do not include
962 specific cost information in your response. Pricing for these services should be
963 supplied in **Schedule 1** and placed in your cost proposal.)

964 **Response:**

965

9 Telecommunications Services

Potential vendors that wish to provide traditional telecommunications products and services must complete the responses to this section. Proposals from prospective providers that are not licensed to provide tariffed telecommunications services will not be considered.

MiCTA members are very interested in purchasing tariffed (regulated) telecommunications products and services at the best possible price. At the same time, our members may have unique or specific needs for customized regulated telecommunications services and solutions. In this section of the RFP, our goal is to identify vendors who can supply MiCTA members with regulated telecommunications products and services.

We are seeking providers of all sizes and capabilities that can respond to the needs of MiCTA members on a local, regional or national basis. MiCTA has members in all 50 states, but you do not need to be able to provide services to all MiCTA members to respond successfully to this section, nor do you need to respond to all sections of this RFP to receive consideration for your proposal.

All of our K-12 and Library members are eligible to participate in the Universal Service Fund's E-Rate program except for those K-12's with an endowment of more than \$50,000,000 as stated in the USAC E-Rate rules. MiCTA files multiple 470's, typically a (P1 and P2), in concert with MiCTA's five (5) year RFP process in order to maintain continuity with the award of MiCTA Multi-Year MSA's which have been recognized by USAC as "Evergreen."

E-Rate Contracts for Healthcare Connect Fund Use

On December 12, 2012, the FCC passed Order 12-150 creating a new rural health care fund program called the (HCF) "Healthcare Connect Fund." In the Order the FCC agreed with MiCTA's request to allow MiCTA Health Care members the opportunity to use existing MiCTA E-Rate MSA's in their request for HCF funding instead of having to go thru the HCF bidding process.

The section of the Order covering that ruling, information on the HCF and eligible services funded for the program can be found on the MiCTA web site under the "National Healthcare" button on the left side of the page.

You will be asked to identify the geographic limitations of the services we seek in this section. Providing services in a limited geographic range will not negatively reflect on your response evaluation.

9.1 Prospective Vendor Qualifications

1. Please describe your organization's ability to provide tariffed (regulated) telecommunications services. Include the length of time your organization has provided these services.
2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service.
3. Please describe the dedicated facilities your organization can offer. Indicate whether these facilities are available locally, regionally or nationally. Identify any limitations on availability of your dedicated facilities.
4. Describe the network access options that will be available to MiCTA members.

Response:

9.2 Regulated/Tariffed Services

If your proposal includes regulated/tariffed telecommunications services, please respond to the following questions. Please place all cost information for regulated/tariffed services in **Schedule 2** and place your pricing information in your sealed Cost Proposal.

1. Please identify the states in which your organization is licensed or authorized to provide regulated or tariffed telecommunications services.

Response:

2. Please indicate whether your organization is the incumbent carrier or a competitive carrier in your service area(s).

Response:

3. Please include a coverage map of your service areas. Make any necessary written clarifications below. Clearly label your coverage map Attachment 9.2.3 and place it in the Attachments section of your response.

Response:

4. Provide proof of authorization to provide regulated/tariffed services in the state(s) listed in your response to the previous question. Clearly label your proof(s) of authorization as Attachment 9.2.4 and place it in the Attachments section of your response.

Response:

5. Describe the service plan(s) your organization will make available to MiCTA members. Identify standard features of each plan. Please identify all optional features that are available to MiCTA members.

Response:

6. If your proposal includes voice mail services, please indicate the following:
 - a. Maximum greeting length in seconds
 - b. Maximum message length in seconds
 - c. Two-way messaging capability
 - d. Option to revert to operator or forward call to another line

- e. Broadcast messaging capabilities. Indicate the maximum number of broadcast lists and the maximum number of addresses per list
- f. Message storage capabilities
- g. Number of messages stored
- h. Number of days stored
- i. Additional features and limitations

Response:

7. How will MiCTA members be billed for your organization's service plan(s)? Please indicate the billing format(s) your organization uses, and whether a member can choose a specific billing format.

Response:

8. Please describe the standard and specialty billing options, services and tools that will be available to MiCTA members. Please indicate the ways in which billing information can be transmitted to the MiCTA member.

Response:

9. Does your organization provide automated and electronic payment services? Please describe the enrollment process for automated payments. Describe any charges or costs associated with this service.

Response:

10. Are there any additional costs for specialty billing services? If so, which specialty billing services incur added costs? Do not put the added costs into your response. Please include those in your cost proposal.

Response:

9.3 Domestic Long-Distance Direct Dialed Services

If your offer includes domestic long-distance direct dialed services, please respond to the following questions. You will also need to complete the appropriate worksheets in **Schedule 3** and include them with your cost proposal. Not all of these questions may apply to the Domestic Long-Distance Direct Dialed services model your organization uses. .

1. Please provide a complete description of your proposed Domestic Long-Distance Direct Dialed Services. Describe any competitive differentiators that distinguish your service model.

Response:

2. Provide your definition of “on-net to on-net” and “on-net to off-net.” Indicate whether there are any differences in this definition for other types of service (e.g., switched access)

Response:

3. If your offer includes switched access services, please indicate whether your organization's domestic rate periods for interstate, intraLATA and interLATA services differ from those stated earlier. If so, please identify the differences.

Response:

4. Please indicate whether your service model includes distinct domestic rate periods for interstate, intrastate, and intraLATA calling. If your service model includes these distinctions, your response should identify your organization's definition of daytime, evening or night, weekend and holiday calling periods, or any other periods defined as "standard" by your organization.

Response:

5. If your domestic rates vary by the rate periods you identified in the previous question, please identify rate periods in which discounts apply. Identify the percentage discount for each rate period as it compares to your highest standard service rate.

Response:

6. Indicate the base unit your organization uses for domestic long-distance billing. (Does your organization bill in whole minutes or partial minutes? If your organization bills in partial minute increments, what is the smallest billable unit?)

Response:

9.4 International Long Distance

If your offer includes international long distance services, please answer the following questions. As part of your response, place all pricing information regarding your International long distance services in **Schedule 4** of your sealed Cost Proposal.

1. Please provide a complete description of your proposed International Long-Distance Services. Describe any competitive differentiators that distinguish your service model.

Response:

2. Please indicate the way your organization defines daytime, evening or night, weekend and holiday calling periods for international calling. Your response should identify your organization's definition of daytime, evening or night, weekend and holiday calling periods, or any other periods defined as "standard" by your organization.

Response:

3. Do your international rates vary by the rate periods you identified in the previous question? Identify the percentage discount for each rate period as it compares to your highest standard service rate.

Response:

4. If your International long distance offer includes switched access services, please indicate whether your organization's international switched access services differ from those stated earlier. If so, please identify the differences.

Response:

5. Indicate the base unit your organization uses for billing international calls. (Does your organization bill in whole minutes or partial minutes? If your organization

bills in partial minute increments, what is the smallest billable unit for international calling?)

Response:

6. Does your organization offer operator-assisted dialing for international calling? If so, please describe your operator-assisted international calling services.

Response:

9.5 Private Line Services

If your offer includes private line services, please also answer the following questions. Please place all cost information for your private line services proposal in **Schedule 5** and place it in your sealed Cost Proposal.

1. Identify all private line services your organization currently offers. Private line services may include:
 - a. ISDN
 - b. Fractional T1
 - c. T1
 - d. Frame Relay services
 - e. DS3/T3
 - f. Optical Carrier (OC3c, OC12c, OC48c, etc)
 - g. Ethernet, MPLS or MetroLAN Services

Response:

2. For each service your organization can provide, please identify any geographic limitation that applies to each service.

Response:

3. For any of the services you identified in Question 2, has your organization announced plans to eliminate any of those offerings before the end of the 2019 calendar year? If your organization has announced plans to eliminate any of your PL services prior to or during 2019, please identify the PL services your organization intends to eliminate.

Response:

9.6 Toll-Free Calling Services

If your offer includes toll-free calling services, please answer the following questions. Please place all cost information for your toll-free calling services in **Schedule 6** and place it in your sealed Cost Proposal.

1. Please describe all toll-free calling services your organization can make available to MiCTA members under a MSA.

Response:

9.7 Service Level Agreements

Provide information about any service level agreements (SLA) that apply to the services described in this section. Please attach the relevant SLA documents, labeled Attachment 9.7.1 and place them in the Attachments section of your response.

Response:

10. Voice over IP Services

Potential vendors that wish to provide Voice over IP (VoIP) products and services must complete the responses to this section. Proposals from licensed telecommunications providers as well as those from qualified Internet service providers will be considered. Please consult Section 13 of this document regarding the instructions for your cost proposal. Place all cost information for your VoIP services in your sealed Cost Proposal.

MiCTA members have a growing need to incorporate VoIP services into their overall telecommunications strategies. Many MiCTA members already support hybrid VoIP environments. For some members, VoIP may represent:

- the opportunity to save money on telecommunications services
- leverage their existing network infrastructure and support staff
- provide telephony services cost-effectively to remote locations
- eliminate the need for additional investment in telecom infrastructure

MiCTA members have an interest in both self-managed, comprehensive, enterprise-level VoIP solutions that they can integrate into their existing telephony and network infrastructures, as well as managed VoIP services that they can purchase from service providers.

In this section of the RFP, our goal is to identify providers that can deliver a broad range of VoIP solutions and services to our members. We are seeking VoIP providers of all sizes that can deliver cost-effective VoIP products and services to our members.

10.1 Provider Overview

1. Describe your organization's history with providing VoIP solutions and/or services?

Response:

2. Does your organization provide VoIP services directly to the customer or do you resell the services of a larger provider? If your organization resells the services of another provider, please identify the actual provider of the service.

Response:

3. Please describe your VoIP offering's geographic service area. Indicate areas of no coverage or limited coverage.

Response:

4. How does your organization compare the cost of VoIP services to traditional telecommunications services?

Response:

10.2 VoIP Products

1. If your proposal includes self-managed, enterprise-level VoIP products, please provide a complete description of the products you offer and/or recommend. This description would include system level hardware, software, routing equipment, handsets and all other components of your proposed solution(s).

Response:

If it would be helpful to the evaluators, you may also include product sheets or sales/marketing materials with your response. Label any additional printed materials, technical specifications or sales/marketing literature as Attachment 10.2.1 and place them in the Attachments section of your proposal.

Response:

2. Identify any proposed VoIP solutions that are designed to interoperate with or extend traditional analog enterprise telecommunications infrastructure

Response:

3. Identify any special power or network requirements your VoIP solutions require.

Response:

4. How does your solution address potential power outages so as to allow the customer to maintain VoIP services in adverse conditions?

Response:

10.3 VoIP Services

1. If your proposal includes managed VoIP services, please provide a complete description of all available managed VoIP services. Your description should identify the circumstances your managed VoIP solutions were designed to address.

Response:

2. Describe the scalability of your proposed VoIP solutions.

Response:

3. Does your proposal include SIP trunking services? If yes, please provide a detailed description.

Response:

4. Does your company provide Internet Telephone Services directly to the MiCTA member? If not, please identify the ITSP associated with your SIP trunking services.

Response:

5. For any managed VoIP solutions, please include a description of any required hardware or software that will reside at the member's location.

Response:

6. How are VoIP servers away from the member's site managed and monitored?

Response:

7. Describe the management tools available to members for managed VoIP services.

Response:

8. Describe all known limitations of your VoIP services.

Response:

9. What Service Level Agreements (SLA) do you offer on VoIP services? Attach a copy of your SLA, labeled Attachment 10.3.9, and place it in the Attachments section of your proposal.

Response:

10.4 VoIP PBX

1. If your proposal includes VoIP PBX servers, services or products, please describe these solutions in detail, including the technical specifications for your VoIP PBX server solutions. Label as Attachment 10.4.1 and place this in the Attachments section of your proposal.

Response:

2. If your proposal does not include VoIP PBX solutions, but is designed to interoperate with the customer's existing PBX system, please identify all PBX systems that are known to be compatible with your proposed VoIP solution(s).

Response:

3. Identify all PBX systems that are known to be incompatible with your VoIP solution(s).

Response:

4. Describe any other features or services that are included with your proposed PBX VoIP solutions.

Response:

5. Describe all known limitations to your VoIP PBX solutions and/or services.

Response:

10.5 Performance and Management

1. Identify any Quality of Service (QoS) measures that your organization can implement for your VoIP offering.

Response:

2. How does your service offering limit or eliminate VoIP packet loss?

Response:

3. Describe your VoIP system management tools.

Response:

4. Describe the addressing options available in your VoIP offerings.

Response:

5. Describe the accounting options available in your VoIP offerings.

Response:

6. Identify any services that your VoIP system does not support. Who is responsible for monitoring the VoIP route(s)?

Response:

7. Describe your technical support services for your VoIP offering.

Response:

10.6 Equipment, Installation, Integration and Compatibility

1. Identify the type(s) of routers your organization recommends and/or installs for VoIP systems.

Response:

2. Describe security options available in your VoIP offering(s).

Response:

3. How does your VoIP system address 911, E-911, toll-free and 411 services?

Response:

10.7 Security and Disaster Recovery

1. How does your proposed VoIP solution address issues related to solution security, including unauthorized third-party access, telecommunications fraud detection and control, denial of service attacks, call interception, the introduction of malware into signaling or control software, data theft and other potential security risks?

Response:

2. Does your organization provide any Business Continuity or Disaster Recovery services that are specific to your Voice over IP offering? If so, please describe these services in detail.

Response:

11. IP Services

Potential vendors that wish to provide Internet Protocol (IP) products and services, including broadband communications and Internet access services, must complete the responses to this section. Please consult Section 17 of this document regarding the instructions for your cost proposal. Place all cost information for your IP services in your sealed Cost Proposal.

MiCTA members use IP, broadband and Internet access services extensively, and require cost-effective, extremely robust, reliable Internet connectivity. Our members are both consumers and providers of Internet services. As with telecommunications services, our K-12, Library and Healthcare members actively participate in the Universal Service Fund's E-Rate and Healthcare Connect Fund programs.

Our goal in this section of the RFP is to secure the highest quality Internet access services for our members at the best possible price. Our membership will consider a wide variety of connection technologies. Our members span all 50 states and include some of the nation's largest public universities. We also serve a growing number of:

- Private colleges and universities
- Community colleges
- K-12 school districts
- State, county and local governments
- Libraries
- Health care providers
- Charitable and non-profit organizations of all sizes

Our members have a wide range of Internet access needs, so we are seeking multiple vendors who can provide Internet access services in a highly cost-effective manner. Your organization does not need to be able to provide Internet access to all MiCTA members in all 50 states. You will be asked to identify the geographic region(s) in which you can provide Internet access.

11.1. Prospective Vendor Qualifications

1. Please describe your organization's role in providing IP, broadband communications and network services. Include the length of time your organization has provided these services.

Response:

2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service. *(Note: "end users" are defined as MiCTA members or membership-eligible organizations. The term does not refer to individuals in this case.)*

Response:

3. Does your organization participate in any industry standards bodies, national or international professional associations dedicated to the development or promotion of Internet use, technical user groups, or similar organizations? If so, please identify the organizations in which your company participates, and identify your company's level of participation.

Response:

11.2. Internet Access Services

1. Describe the Internet access offerings included in your proposal. Include an explanation of standard and customized attachment speeds and attachment types.

Response:

2. Describe any burstable or variable bandwidth services you offer.

Response:

3. Describe any WAN or intranet services you can offer to members that have multiple locations

Response:

4. Describe any WAN management tools or services you offer in connection with your WAN services.

Response:

5. Describe any VPN services you can offer to MiCTA members.

Response:

6. Describe any VPN management tools that may be available with your VPN services.

Response:

7. Describe any SLAs associated with the provision of Internet access services.

Response:

11.3. Provider's Network Description

1. Indicate whether your network provides coverage locally, regionally or nationally. If your network provides services locally or regionally, identify the specific regions in which Internet access services are available.

Response:

2. Identify any limitations on availability of your network.

Response:

3. Describe the architecture of your network. Indicate all major connection points within your network.

Response:

4. Describe the "local loop" your company will provide to the MiCTA member. (Will the MiCTA member be attached via fiber, telco circuits, cable, wireless, etc.)

Response:

5. Indicate how your network is connected to major NAPs and identify the NAPs your network is connected to.

Response:

6. Identify all self-provisioned links to NAPs or other network interconnection points. Identify the capacity of those links. Identify the current average usage level of those links.

Response:

7. Identify any redundant connections to NAPs. Identify the capacity of your redundant links.

Response:

8. Identify all upstream network providers from which you purchase or receive bandwidth. Identify the capacity you receive from each provider.

Response:

9. How often does your organization review its capacity needs?

Response:

10. How does your organization determine that additional backhaul capacity to the network?

Response:

11. Does your organization peer with any other networks or network providers? If so, please identify your peering relationships.

Response:

12. Describe your organization's plan to manage the future growth of its network. Please limit your response to changes anticipated in the next 3-5 years.

Response:

11.4. Addressing

1. What is your organization's IPv4 address assignment policy?

Response:

2. How does a member request additional IPv4 addresses?

Response:

3. Can a member provide its own IP address blocks? What are the limitations or restrictions on that?

Response:

4. How does your organization support IPv6 currently?

Response:

5. Does your organization encourage the use of IPv6 among its customers?

Response:

6. How can a member request IPv6 address assignments?

Response:

11.5. Network Usage and Reporting

1. Please describe your organization's ability to provide network usage statistics, accounting and other usage information to MiCTA members.

Response:

2. Does your organization facilitate the independent collection of network accounting data by a MiCTA member by granting SNMP access to the network router? Is there a charge for this service? (Do not provide cost information. All cost information will be requested in the cost proposal.)

Response:

3. Describe the network usage reports your organization will make available to MiCTA members. Provide a sample report.

Response:

11.6. Equipment

1. Indicate the type of equipment your organization typically recommends or deploys at the member site when connecting a new member.

Response:

2. What equipment, if any, does your organization require the member to supply?

Response:

3. Who manages the router or switch that connects the member to your network?

Response:

4. Who owns the router or switch that connects the member to your network?

Response:

5. Can a MiCTA member supply, manage and own the equipment that connects its network to yours?

Response:

6. Who manages the link that connects a member's network to your network?

Response:

7. Who is responsible for troubleshooting the link that connects the member's network to your network?

Response:

11.7. Network Operations Center

1. Does your organization operate a Network Operations Center (NOC)?

Response:

2. Are your NOC services provided by a subcontractor? If yes, please identify the subcontractor(s) who provides this service.
Response:
3. How many NOC sites does your organization operate?
Response:
4. Does your organization use any call centers not physically located in the United States?
Response:
5. Identify the location of each NOC service site.
Response:
6. What are the hours of operation for the NOC? Please include time zones.
Response:
7. How many technical, support, and supervisory personnel per shift staff your NOC?
Response:
8. Identify any certifications required or held by your NOC staff.
Response:
9. Describe the process for MiCTA members to contact the NOC.
Response:
10. Will MiCTA members use a toll-free number to access the NOC?
Response:
11. Will MiCTA members have direct online access to their trouble tickets?
Response:
12. How does the NOC or the operations staff of your network inform members of network trouble that may affect their connectivity?
Response:
13. Does the NOC provide advance notification of planned network outages to affected members?
Response:
14. Describe your organization's NOC escalation procedure.
Response:
15. Indicate the second- and third-level resources available to address problems.
Response:
16. How are critical problems addressed during non-business or holiday hours?
Response:

12. Cellular And Wireless Services

Potential vendors that wish to provide cellular or wireless products and services must complete the appropriate responses to this section. Do not specify cost information in your response. Please consult Section 17 of this document regarding the instructions for your cost proposal. Place all cost information for your cellular and wireless services in your sealed Cost Proposal.

MiCTA members have a growing need for cellular/mobile services, including a broad range of voice and data services, and cost-effective mobile devices for both institution-liable and individual-liable programs.

12.1. Prospective Cellular Vendor Qualifications

1. Please describe your organization's role in providing cellular voice and data services. Include the length of time your organization has provided these services.
Response:
2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service.
Response:
3. If your organization operates a cellular network, please describe the network. Indicate its coverage area as local, regional or national. Using a coverage map, please clearly indicate the geographic area(s) in which your cellular services are available. Identify any areas where all services in your proposal are not available or have limited availability. Clearly label your coverage map as Attachment 12.1.3 and place it in the Attachments section of your response.
Response:
4. Indicate any limitations or restrictions on the provision of these services.
Response:
5. Indicate any special coverage areas, where the services described in your proposal are not uniformly available.
Response:

12.2. Cellular Services

1. Provide a complete description of all cellular voice, text and/or data service plans that will be made available to members in your offer. Please describe the individual benefits of and distinctions among each plan. Indicate whether each plan in your proposal is designed as an institution-liable or individual-liable plan.
Response:
2. With the service plans in your offer, please identify any one-time charges the member (or individual) will be asked to pay. (Do not provide cost information;

include the actual dollar amounts of any one-time charges in your sealed cost proposal.)

Response:

3. Identify the length of the contracts available for institution liable accounts.

Response:

4. Are any "no-contract" plans included in your proposal?

Response:

5. Describe the new account activation process for institution liable MiCTA member accounts.

Response:

6. Describe any early termination penalties that will apply to institution liable accounts.

Response:

7. Will the member pay a per-line activation fee on institution-liable plans?

Response:

8. Will individuals affiliated with a member pay a per-line activation fee on individual-liable plans?

Response:

9. What, if any, other fees will a member pay under the plans your organization offers?

Response:

10. Does your proposal include any unlimited voice, text and/or data plans?

Response:

11. Do unused minutes expire at the end of each month or billing period, or do unused minutes accumulate?

Response:

12. Describe your organization's roaming coverage.

Response:

13. At what point will the member incur roaming charges?

Response:

14. How will a user know when s/he is roaming?

Response:

15. Describe the process that a user would follow to dispute charges on an account.

Response:

12.3. Mobile Devices

1. Identify the current catalog of mobile devices your organization will make available to subscribers under the plan(s) in the proposal.

Response:

2. Describe the procedure the member must follow to replace or upgrade a mobile device under the plan.

Response:

3. How often will the plan(s) mobile device model choices be updated during the Master Service Agreement?

Response:

4. Does your organization's offer include cellular data cards that can be used in conjunction with portable electronic devices, such as laptops?

Response:

5. Does your organization offer insurance plans for mobile devices?

Response:

12.4. Student/Affiliation Cellular Services Program

MiCTA and its members seek an affiliation-based cellular service plan that they can offer available to students, employees, alumni, family member and others with an affiliation to the Member.

1. Does your offer include an affiliation program that will enable a member to offer cellular services (including data plans) available to member-affiliated personnel?

Response:

2. If your plan includes an affiliation-based offering, please describe the plan(s) in detail, including calling features and services. Do not include cost information in your response.

Response:

3. Identify the length of the contracts available for individual liable accounts.

Response:

4. Does your proposal include at least one unlimited voice/text/data plan?

Response:

5. Describe the new account activation process for individual-liable accounts obtained under a MiCTA contract.

Response:

6. Describe the cellular/mobile devices available to individual users in the affiliate program.

Response:

7. Describe any early termination penalties that will apply to individual liable accounts.

Response:

8. What are the limitations on program usage (e.g., number of minutes per month, text messaging limits, etc) for each plan in the proposal?

Response:

9. Under the terms of your offer, how will the affiliation program be administered?

Response:

10. How would a user switch or replace equipment under the plan?

Response:

11. How will the individual user demonstrate an affiliation with the Member?

Response:

12. If the end-user's affiliation with the Member ends, will that cancel his/her participation in the affiliation program? If yes, describe the termination process under this circumstance.

Response:

12.5. Pre-Paid Voice and Data Services

MiCTA and its members seek an affiliation-based pre-paid cellular service plan that they can offer available to students, employees, alumni, family member and others with an affiliation to the Member. The ideal prepaid cellular services plan could include voice, text and/or data and would offer affiliated users ongoing excellent rates on pre-paid cellular voice and data services.

1. Please describe all pre-paid long distance, pre-paid cellular network access and prepaid data plans your organization can make available to MiCTA membership. Do not include cost information at this point. All cost information should be included in your cost proposal.

Response:

2. Please describe the limitations of your pre-paid plan(s).

Response:

3. Under the terms of your offer, how will a prepaid service plan be offered or administered?

Response:

4. How many device choices are available for your prepaid service plan(s)? Please indicate which models are currently available.

Response:

5. Can an affiliated user use his/her own network-compatible device under the proposed plan(s)?

Response:

6. How will prepaid services be added to the user's balance?

Response:

7. Do your prepaid services have minimum and maximum purchase limits? If so, please describe them.

Response:

8. What is your expiration policy on prepaid services?

Response:

9. Can prepaid services be transferred to another pre-paid account?

Response:

10. Are prepaid services refundable? If yes, please describe the refund procedure.

Response:

11. Under your proposal, how long may a prepaid user retain his/her phone number with a \$0 prepaid balance?

Response:

12.6. Service Level Agreements

Provide information about any service level agreements (SLA) that apply to the services described in this section. Please attach the relevant SLA documents, labeled Attachment 12.6.1 and place them in the Attachments section of your response.

Response:

12.7. Prospective Wireless Vendor Qualifications

Potential vendors that wish to provide wireless products and services must complete the responses to this section. Do not specify cost information in your responses to these questions. You will place specific pricing information in Section 13 of your cost proposal.

1. Please describe your organization's ability to provide wireless LAN/WAN/MAN services. Include the length of time your organization has provided these services.

Response:

2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider.

Response:

3. Does your organization operate a wireless network? If yes, please describe the network. Indicate its coverage area as local, regional or national. Using a coverage map, please clearly indicate the geographic area(s) in which your services are available. Clearly label this map Attachment 12.7.3 and include it in the Attachments section of your response. Indicate any limitations or restrictions on the provision of these services.

Response:

4. If your organization does not operate a wireless network, but you provide wireless network construction, design and implementation services, please indicate the geographic region(s) in which your organization provides these services.

Response:

12.8. Wireless Equipment/Services:

1. Identify the supported platforms and topologies for all wireless LAN/WAN/MAN products and service included in your offer.

Response:

2. Identify your organization's manufacturer certifications held for wireless LAN/WAN/MAN equipment included in your offer.

Response:

3. Identify all 802.x standards your proposed equipment conforms to. Identify all equipment that does not conform to 802.x standards and indicate why your organization has chosen to use it.

Response:

4. Provide a list of products, optional features, software, accessories, and services that would be made available as part of the Vendor's proposal offer to implement or upgrade wireless systems. If your equipment list contains devices with similar item numbers, clearly indicate the differences between devices.

Response:

5. Provide information about any service level agreements (SLA) that apply to the services described in this section. Please attach the relevant SLA documents, labeled Attachment 12.8.5 and place them in the Attachments section of your response.

Response:

12.9. Wireless In-Building Cellular Coverage Systems

Potential vendors that wish to provide wireless in-building cellular coverage systems must respond to the questions in this section.

1. Please describe your organization's ability to provide wireless in-building cellular coverage system services. Include the length of time your organization has provided these services.

Response:

2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service.

Response:

3. Please describe the area in which you can provide these services. Indicate whether your organization operates a cellular network, resells the services of a wireless provider in conjunction with your in-building wireless offering or neither. Using a map, clearly indicate the geographic area(s) in which your services are available. Clearly indicate any limitations or restrictions on the provision of these services. Label your map Attachment 12.9.3 and place it in the Attachments section of your response.

Response:

4. Identify the supported platforms and topologies for all wireless in-building cellular coverage systems products and service being offered. Provide manufacturers' technical specifications for the equipment included in this offer.

Response:

5. Describe Vendors' manufacturer certifications held for wireless in-building cellular coverage system equipment being offered under this RFP

Response:

6. What business continuity/disaster recovery guarantees does your organization offer for cellular service? e.g. portable cell site, standby kit of phones, etc.

Response:

7. Provide information about any service level agreements (SLA) that apply to the services described in this section. Please attach the relevant SLA documents, labeled Attachment 12.9.7 and place them in the Attachments section of your response.

Response:

13. Specialty Services, Applications, and Emerging Technologies

Potential vendors that wish to provide a specialty product or service must complete this section. Please consult Section 17 of this document regarding the instructions for your cost proposal. Place all cost information for your specialty services and applications services in your sealed Cost Proposal.

MiCTA members are interested in a variety of specialty services related to telecommunications, networking and information technology. The list of services here is, by no means, exclusive. Respondents are encouraged to provide COMPLETE details regarding any specialized products and services they offer that would be of interest to MiCTA members.

By providing this list of services, our goal is NOT to limit responses only to the services listed here. Instead, the list contains examples of the products and services our members have expressed the greatest interest in, and that best fit with MiCTA's strategic goals.

Managed IT services, including:

- Application hosting
- Data backup services
- Data storage
- E-mail
- Managed servers
- Web hosting

Public, private and hybrid cloud services

Data center services

- Business continuity services
- Co-location
- Disaster recovery
- Data storage

Network support services

- Bandwidth management
- DNS support services
- Helpdesk services
- Network administration

- NOC services

Network and desktop security products and services

Professional Services

- Consulting
- Engineering
- Network design
- Security
- Training

IP conferencing solutions

- Audio Conferencing
- Video Conferencing
- Web Conferencing

Power backup and emergency power systems

Extended Warranty and Maintenance Services

13.1. Specialty Services Vendor Qualifications

1. Please describe your organization's ability to provide the specialty services in your proposal. Include the length of time your organization has provided these services.

Response:

2. If your specialty services are facilities-based, please provide:
 - a. A comprehensive description of the facilities from which you deliver your proposed services.
 - b. The security of your service-delivery facility
 - c. Any redundant facilities that will provide continuous service if your primary facility is unavailable
 - d. The measured reliability of the services you propose

Response:

3. Please indicate whether your organization will provide services directly to the member or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service.

Response:

4. Please clearly indicate the geographic area(s) in which your services are available. Clearly indicate any limitations or restrictions on the provision of these services.

Response:

13.2. Managed IT Services

1. Please provide a complete description of the managed IT service(s) in your proposal. Provide a separate, comprehensive description for each specialty service. Please note that cloud services will be described in the following section.

Response:

2. Describe any optional services, features or enhancements that pertain to the specialty services you described earlier. It may be helpful to provide a feature comparison chart that identifies differences among your basic and enhanced services.

Response:

3. Indicate all current limitations of your proposed services.

Response:

4. Describe the licensing options or requirements associated with your proposed services. Do not include cost information here. Actual licensing costs must be disclosed only in your sealed cost proposal.

Response:

5. Are Service Level Agreements and performance guarantees included as part of the service offering? If yes, please clearly label your SLA terms and/or performance guarantees as Attachment 13.2.5 and place it in the Attachments section of your response.

Response:

6. Specify the geographical coverage area for each specialty service, if applicable. Identify any geographical constraints that would limit your ability to provide this service.

Response:

7. Identify the method used to calculate service costs to the MiCTA member. Do not include actual costs in your response here. Instead, service costs must be disclosed only in your sealed cost proposal.

Response:

13.3. Public, Private and Hybrid Cloud Services and Online Back-up

1. Please provide a complete description of the cloud service(s) and online back-up in your proposal. Please indicate whether the service is available as a service that is fully managed by the provider, fully managed by the member or partially managed by either/both.

Response:

2. Describe any optional services, features or enhancements that pertain to the cloud service(s) and online back-up you described in question 13.3.1. It may be helpful to provide a feature comparison chart that identifies differences among your basic and enhanced services.

Response:

3. For cloud service(s) and online back-up, are resources dynamically managed to permit scaling, improve performance and ensure security within the cloud?

Response:

4. How many operating systems do you support?

Response:

5. Explain how cloud service(s) and online back-up and customer resources within the cloud are secured.

Response:

6. Provide a comprehensive description of the data center(s) that would support a Member's cloud service(s) and online back-up. Include descriptions of their current network connectivity.

Response:

7. Do you offer specialized cloud service(s) and online back-up for education, healthcare, and/or government? If so, please describe.

Response:

8. Describe your cloud storage services, including resources available to members, storage access and control, space allocation, etc.

Response:

9. Describe any planning and/or migration services related to cloud service(s) and online back-up you would offer to MiCTA members.

Response:

10. Describe any training or educational resources related to cloud service(s) and online back-up you would offer to MiCTA members.

Response:

11. Are Service Level Agreements and performance guarantees included as part of the cloud services offering? If yes, please clearly label your SLA terms and/or performance guarantees as Attachment 13.3.11 and place it in the Attachments section of your response.

Response:

13.4. Data Center Services

13.4.1. Business Continuity, Disaster Recovery and Remote Computing Services

1. Please describe all business continuity/disaster recovery (BC/DR) and remote computing programs that are included in your offer. These services may be provided either via colocation or remote location options. Do not address the costs of these services in your responses to this section.

Response:

2. Please describe your organization's ability to provide the business continuity and disaster recovery services requested in this section. Include the length of time your organization has provided these services.

Response:

3. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider of the service.

Response:

4. Please clearly indicate the geographic area(s) in which your services are available. Clearly indicate any limitations or restrictions on the provision of these services.

Response:

13.4.2. Co-location/Remote Location Facilities

1. Please describe the security available at any colocation facilities or remote locations included in your offer. Include descriptions of building and parking lot security; building monitoring; and access control for secure and non-secure access to the building or colocation/remote location space(s).

Response:

2. What type of security access is provided to Member's staff?

Response:

3. How are elevators, offices, and server room doors within the colocation space secured?

Response:

4. Describe the available colocation/remote location space.

Response:

5. Describe the environmental controls in the colocation/remote location space.

Response:

6. Describe the fire protection systems available in the colocation/remote location space.

Response:

7. Describe the backup power systems available in the colocation/remote location facilities.

Response:

8. Who manages the colocation/remote location facility?

Response:

9. Describe all administrative and support services that are included in the offer, or that are available at the Member's option. Include technical support, help desk or NOC services, on-premise security, software support, network monitoring capabilities in your description.

Response:

10. Describe any engineering or professional support that is included or that can be made available to Members upon request. Identify the skill set and level(s) of experience of the engineering support personnel.

Response:

11. How is the colocation/remote location space attached to the Internet? Include the type and speed of each connection.

Response:

12. Does the colocation/remote location facility have more than one completely independent connection to the Internet?

Response:

13. How much bandwidth will be made available to the Member under your offer?

Response:

14. Describe the network architecture in the colocation/remote location space.

Response:

15. Identify the uptime guarantee percentage for Internet connectivity in this space.

Response:

16. Does the BC/DR/remote computing offer provide data backup for servers and other data storage devices housed in the colocation/remote location facility?

Response:

17. How would a member gain access to the colocation/remote location facility in an emergency?

Response:

18. How does your proposed offer facilitate communications in an emergency?

Response:

19. Does the proposed solution impose time limitations for conducting emergency operations from the colocation/remote location space? If so, identify these.

Response:

20. Does your offer include any training or support services for BC/DR/remote computing? If so, please describe these in detail.

Response:

21. Identify any reports and on-line information that is made available to Members.

Response:

22. Does your organization have any BC/DR/remote computing experts on staff? If so, please describe the nature of their expertise.

Response:

23. Describe the limitations of the proposed offer. Identify services that are specifically excluded from the vendor's BC/DR/remote computing offering.

Response:

24. Administrative and Support Services – including technical support, Help Desk services, NOC services, on-premise security, software support, network monitoring, etc.

Response:

25. Indicate how the costs for your BC/DR/remote computing services are calculated for each of the services offered. Do not include actual cost information.

Response:

13.4.3. Network Support Services

1. Describe any Network Support services that will be made available to the membership.

Response:

2. List the network platforms that are addressed under this service offering. List any services or platforms that are specifically excluded.

Response:

3. How will personnel be assigned to Member accounts?

Response:

4. How are the member's network performance levels determined?

Response:

5. Will the services be performed at the member's site, or are they performed primarily off-site?
Response:
6. How does your organization communicate with members regarding network performance issues?
Response:
7. Specify whether there is an assigned single point of contact for each Member for each shift.
Response:
8. How are problems that occur outside of normal business hours addressed?
Response:
9. Describe the Service Level Agreement that is offered under each of the management program(s) offered above. Include a copy of all service level agreements. Label any available SLA as Attachment 13.4.3.9 and place it in the Attachments section of your response.
Response:
10. Identify the geographic coverage area for Network Support services.
Response:
11. Describe how costs are calculated for Network Support services. Do not include actual costs here.
Response:

13.4.4. Network and Desktop Security Products and Services

1. Describe each network or desktop security solution included in the offer. In addition to licensed products, security solutions may also include customized services like security audits; on-site security support; forensic analysis; training services; vulnerability testing; and similar services.
Response:
2. For packaged solutions, please identify the way in which the product(s) is/are licensed. Include volume-licensing information where applicable.
Response:
3. For customized security solutions, indicate exactly what services are provided.
Response:
4. Include a list of reports that can be generated by your security solution. Attach a sample of each report to your response and clearly label them Attachment 13.4.4.4 and place them in the Attachments section of your response.
Response:
5. Identify the geographic coverage area for your security solution(s). Indicate any geographic restrictions that may apply.
Response:

6. How are the costs for customized security solutions determined? Do not include cost information in this section.

Response:

7. Can your organization provide additional customization for security solutions?

Response:

8. Are customized security solutions provided directly by your organization or do you contract with another provider for these services?

Response:

13.4.5 Professional Services

This section should be completed by organizations that intend to provide professional services, such as:

- Engineering services
- Network design services
- Security consulting
- Training
- Consulting services, not otherwise listed

1. Describe in detail the professional services in your proposal.

Response:

2. Specify the benefits these services will provide and who would best benefit from these services.

Response:

3. Identify the qualifications of the individuals or organizations that will provide these services. Provide a copy of any professional certifications, licenses or credentials, and identify the source of the certification, licensure or credentials. Label these as Attachment 13.4.5.3 and place them in the Attachments section of your proposal.

Response:

4. Describe any performance guarantees or Service Level Agreements that may be included in your offer.

Response:

5. Identify any professional liability insurance coverage the offeror currently has. Identify the underwriter, coverage limitations, the length and expiration of the current policy, and all policy exclusions.

Response:

6. Describe how the costs are calculated (flat rate/hourly rate – not to exceed value). Do not include actual cost information here. Actual costs and rates must be disclosed only in your sealed cost proposal.

Response:

7. Indicate any geographical limitations of the proposed professional services.

Response:

8. What reports are provided the Member as part of the service?

Response:

13.5. IP Conferencing solutions

13.5.1. Prospective Vendor Qualifications

1. Please describe your organization's ability to provide comprehensive conferencing solutions. Include the length of time your organization has provided these services.

Response:

2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider.

3. **Response:**

13.6. Audio Conferencing Services

1. Describe Vendor's audio conferencing service plans. Do not include cost information in the description.

Response:

2. If your offer includes more than one plan, please indicate the distinct features and benefits of each plan.

Response:

3. What hardware or software (if any) is required to use the offered services?

Response:

4. List all known incompatibilities.

Response:

5. What technical support is provided the Member using the Vendor's service?

Response:

6. Is technical support available during an active call? If so, how is it provided?

Response:

7. Specify whether technical support is included as part of the service or is provided only at additional cost. Do not include cost information in your response.

Response:

8. How would a member make a conference reservation?

Response:

9. What training, if any, does your organization provide to a Member who is using the audio conference service?

Response:

10. How is the cost of the service calculated? Do not include cost information in your response.
Response:
11. How is the service billed? Include a sample bill with your response. Clearly label it Attachment 13.6.11 and place it in the Attachments section of your response.
Response:
12. Describe Vendors geographical coverage area for Audio Conferencing Services, any limitations that would affect Member services.
Response:

13.7. Web Conferencing

1. Describe Vendor's web conferencing plans that are available under this offer.
Response:
2. What differentiates each of the plans?
Response:
3. Does your offer include Webinar services? If so, please describe these services completely. Indicate exactly what is included in each plan.
Response:
4. What hardware or software (if any) is required to use the offered services?
Response:
5. List all known incompatibilities.
Response:
6. Is the Web conferencing service provided via a vendor-hosted solution?
Response:
7. For vendor-hosted solutions, is a client software application required to participate in the conference?
Response:
8. Is the client-software application made available to participants free-of-charge?
Response:
9. For vendor-hosted solutions, is a conference recording option available?
Response:
10. How much space is allocated to each conference?
Response:
11. How long will recorded conferences be stored?
Response:
12. Is your Web-conferencing solution capable of linking with a telephone bridge?
Response:
13. Is a link to a telephone bridge provided free of charge or is it a billable service? Do not include cost information in your response.

Response:

14. Is there a licensing cost associated with using a vendor-hosted solution? If so, how is the licensing cost determined. Do not include cost information in your response.

Response:

15. Does your Web conferencing solution integrate with Learning Management Systems (LMS)?

Response:

16. What hardware or software is needed to integrate your proposed solution(s) with an existing LMS?

Response:

17. List any known incompatible LMS systems.

Response:

18. Describe your video streaming options.

Response:

19. Identify the technical support that will be available to a member using your service.

Response:

20. Is technical support included as part of the service? If it is not, how is technical support billed? Do not include cost information in your response.

Response:

21. How would a member schedule a web conference?

Response:

22. Is technical support available for active conferences?

Response:

23. Are there limits on the number of simultaneous sessions that can attach to the Web conference? If so, please identify the connection limits for each plan offered.

Response:

24. Does the vendor provide training for a Member who will use the Web conferencing solution? Please describe the training that is available.

Response:

25. How is the cost of the solution determined? Identify all billable costs and services. Do not include actual cost information in your response.

Response:

13.8. Video Conferencing

1. Describe Vendor's capability to provide multi-point conference bridging services to the membership.

Response:

2. Identify the number of ports and the bandwidths supported.
Response:
3. What hardware or software does a Member need to use the videoconferencing service?
Response:
4. Identify all supported IP video conferencing standards.
Response:
5. What technical support is provided with the proposed service?
Response:
6. Is technical support included as part of the offer or is it billed separately?
Response:
7. How would a member schedule a videoconference?
Response:
8. Describe the technical support available to assist with established conference sessions.
Response:
9. Does your organization provide training to a Member prior to using the video conferencing service?
Response:
10. Does your organization help the member and/or participants verify system operability prior to establishing a conference call?
Response:
11. How is the cost of the service determined? Do not include actual cost information here.
Response:
12. Identify all billable services.
Response:
13. When will a member be billed for services?
Response:
14. Does your organization have any geographic limitations on providing video conferencing services? If so, please identify all such limits.
Response:
15. Does your organization have any time-of-day limits on service availability?
Response:

13.9. Power Backup and Emergency Power Systems

MiCTA seeks to negotiate purchase contracts for large-scale power backup systems. The systems sought are those that are appropriate for use in computing center data rooms, and those systems that can provide emergency or backup power for campus buildings,

hospitals and other similar facilities. Members may require design and/or installation assistance on these systems. We are not seeking desktop computer backup systems at this time.

1. Please describe your organization's ability to provide large-scale power backup or emergency power systems. Indicate how long your organization has provided this service.

Response:

2. Please describe any geographic limitations or constraints on your ability to provide these products and services to MiCTA members nationwide.

Response:

3. Please describe in detail the types of power back-up and emergency power systems you offer.

Response:

4. Please describe in detail the type of professional design and installation services your organization offers with regard to these systems.

Response:

5. Please attach any product or service literature regarding these services to your response. Clearly label them Attachment 9.9.5 and place them in the Attachments section of your response.

Response:

13.10. Extended Warranty and Maintenance Services

1. Does your offer include extended warranty services and/or maintenance services?

Response:

2. If yes, please answer the following questions.

Response:

3. Indicate the terms of your extended warranty program.

Response:

4. Identify the extended warranty or maintenance services your organization provides.

Response:

5. Attach a copy of the extended warranty agreement(s) and/or standard maintenance contract. Clearly label the extended warranty agreement(s) Attachment 13.10.5 and place it/them in the Attachments section of your response.

13.11. Miscellaneous Services

This RFP encompasses a variety of technical services that are of interest to our membership. If your organization offers other services that provide alternative technical solutions that this RFP has not specifically sought, or that respond to a niche technology

need in the market place, we invite you to describe these services here. This section is an appropriate place to offer managed services, specialty applications and similar technology products and services.

1. Describe the product or service in detail.

Response:

2. Describe the target audience for this product or service.

Response:

3. Indicate the length of time your organization has provided this product or service.

Response:

4. Indicate any geographic or technical limitations that affect your product or service.

Response:

5. Indicate any technical requirements a member must meet to adopt this product or service.

Response:

6. Describe how the cost of the product or service would be calculated. Do not include cost information in your response.

Response:

7. Attach any product or service literature that explains the offer. Clearly label this Attachment 13.11.7 and place it in the Attachments section of your response.

Response:

14. Video Integration Services

2 These custom services are provided individually to the member and are designed to meet
3 the Member's exact requirements. The video systems sought in this section may require
4 a high degree of integration and would include large installations, auditoriums,
5 conference rooms, customized classrooms, special purpose conference facilities and
6 similar applications.

7 Interactive classrooms may include multiple video projection sources; the ability to
8 incorporate multiple external sources; deliver video to multiple external destination
9 points; multiple cameras, Internet2-style high bandwidth applications; high-definition
10 video; high-performance audio systems; instant audience feedback mechanisms;
11 centralized command and control options; and proprietary or specialized equipment,
12 software and design services.

13 Outside of classroom applications, our members also have need for enterprise video
14 network infrastructure, enterprise indoor and outdoor wireless systems, video network
15 management, video network security, video network storage, IP video surveillance,
16 video and web conferencing and Interactive whiteboards.

17 Additionally, MiCTA members may be interested in other video-related services,
18 including video streaming, display signage and other video-based specialty displays
19 (including video walls, advertising, indoor and outdoor scoreboards, wayfinding, and
20 kiosks), video support for special events, and special-purpose closed circuit video
21 networks. Vendors that offer these additional services are encouraged to provide detailed
22 service descriptions in this section of their proposals.

23 Refer to Section 17 for Cost Proposal instructions.

24 14.1. Integrator Qualifications

- 25 1. Describe the personnel tasked to provide video integration services, and describe
26 their qualifications. Include:
- 27 a. Total number of full-time integrators currently employed
 - 28 b. Average length of video integration experience (Years / Months)
 - 29 c. Average length of time with Vendor (Years / Months)
 - 30 d. Total number of integration projects for 2017 awarded:
 - 31 e. Average dollar value of the integration projects awarded in 2017
 - 32 f. Vendors are invited to provide any additional information to the
33 Evaluation Committee that may help determine the overall qualifications
34 of Vendor's video integrator qualifications.

35 **Response:**

36 2. Describe manufacturer courses or training, in-house training, industry courses or
37 training that the vendor's video integrators have received in the past twelve
38 calendar months.

39 **Response:**

40 **14.2. Service Offerings**

41 1. Describe all services offered in your Video Integration Services proposal,
42 excluding costs, which are addressed in a separate section. Prospective vendors
43 must complete a response to the Benchmark Room Proposal that accompanies
44 this RFP. Each element of the response should be addressed as it relates to the
45 Benchmark Room Proposal.

46 **Response:**

47 2. Describe any additional video-related services your company can offer to
48 MiCTA members.

49 **Response:**

50 3. Identify the major brands of equipment you normally recommend, sell and/or
51 service as part of your video integration offering. You may include product
52 literature in your response. Label any inclusions as Attachment 14.2.3 and
53 include it in the Attachments section of your response.

54 **Response:**

55 **14.2.1. Benchmark Room Proposal**

56 **14.2.1.1. Instructions for Preparing Cost Element Proposals:**

57 Vendors responding to Section 14 that are offering **interactive classroom video**
58 **integration services** must submit a Benchmark Room Proposal in the same separate
59 sealed envelope, along with their Program Cost Elements. Refer to Section 17 for
60 additional Cost Proposal instructions for Section 14 responses.

61 If your proposal under Section 14 does not include classroom video integration services,
62 you do not need to submit a Benchmark Room proposal. Vendors are encouraged to be
63 creative in their required benchmark room solutions, and submit multiple cost proposals
64 whenever multiple solutions are available. Cost proposals:

- 65 ▪ Must be based on the room requirements as outlined in this Benchmark Room
66 Proposal
- 67 ▪ May be submitted on an Excel spreadsheet or in Vendor's system format,
68 providing all items on the Benchmark Room Cost Summary are included in an
69 easily readable format, and have all supporting documentation attached.
70 Duplicate the Benchmark Room Cost Summary for each alternate video room
71 proposal.

- 72 ▪ Must identify the specific market shares on the spreadsheet whenever the
73 solution and/or costs vary per market segment addressed

74 **14.2.1.2. Benchmark Room:**

75 Vendors are required to design a benchmark video room based on the requirements
76 listed below. The requested benchmark room is for bid analysis and comparison
77 purposes only. Vendors should not consider this their sole MiCTA video room offering.
78 Members, utilizing the MiCTA Master Agreement(s), will collaborate with the
79 successful vendor(s) to design and develop video rooms that meet the individual
80 Member's unique requirements.

81 **14.2.1.3. Room Configuration Consistency:**

82 MiCTA's intent is to achieve consistency in the installation and control of video
83 integration services for our members. The RFP Evaluation committee will strongly
84 prefer solutions that offer:

- 85 ▪ Product interoperability and adherence to industry standards in designing,
86 equipping, and integration of all video solutions
87 ▪ Demonstrated quality of equipment and integration services
88 ▪ Provisions for all required cables, connectors, etc. to complete room installation
89 and integration
90 ▪ Embedded end-user training for Member's technical and non-technical end-users
91 ▪ Vendor support for standard Manufacturer Warranties
92 ▪ 1-Year embedded maintenance / support services to be provided by the Vendor
93 ▪ Integration project and equipment documentation and manuals

94 In all cases, proposals that incorporate the use of industry standard technologies receive
95 more favorable consideration than those that employ only proprietary standards.
96 Vendors are encouraged to include equipment that supports newer standards and those in
97 development, as long as those standards are likely to be accepted widely and promote
98 interoperability among multiple vendors. Vendors must provide complete technical
99 specifications for all equipment included in their benchmark room proposal(s).

100 **14.2.1.4. Benchmark Room Design Specifications:**

101 The basic integrated video room proposal should include:

- 102 ▪ Room Size: 20' x 30', with 10' ceiling height, and seating capacity for 20
103 students
104 ▪ Touch panel control units
105 ▪ Wired/wireless microphone options
106 ▪ Instructor Camera with tracking mechanism - specify range, zoom, lux, etc., and
107 include tracking algorithm
108 ▪ Student cameras fixed and zoom, and include specifications

- 109 ▪ Document camera
- 110 ▪ Alternate digital and analog source inputs
- 111 ▪ Audio System, including microphone and speaker placements, echo cancellation,
- 112 etc.
- 113 ▪ Specify recommended codec(s), MPEG/high-definition video standards
- 114 ▪ Identify telecommunications/network capacities required to support proposed
- 115 solution(s)
- 116 ▪ Describe DVD/Blu-Ray/digital video capture and streaming capabilities
- 117 ▪ System Diagnostics - local and remote
- 118 ▪ Other system features included in the proposal

119 **14.2.1.5. Vendor Required Benchmark Room Submission(s):**

120 Vendors must describe their process to design and develop a fully integrated video room
121 including equipment requirements, installation, and post-sales support. Vendors are
122 encouraged to be creative in their room design and development, address technologically
123 superior options, and submit alternate room proposals that highlight their full
124 capabilities.

125 The text of the benchmark proposal must:

- 126 1. Describe integration services provided to design and develop the video room.
- 127 2. Identify required equipment and features list with description, brand, model
- 128 number being proposed.
- 129 3. Note any equipment proposed that is proprietary or uses currently ungratified
- 130 standards.
- 131 4. List installation services included in the purchase cost of the room.
- 132 5. List of Post-Sales Support services included in the purchase cost of the room.
- 133 6. Provide a Site Survey Evaluation Plan, to minimally address the following:
 - 134 ▪ Recommended lighting requirements
 - 135 ▪ Recommended furniture designs and sub-contractors
 - 136 ▪ Wiring specifications for all devices and necessary receptacles
 - 137 ▪ Recommended power requirements
 - 138 ▪ Recommended ambient air control and A/C requirements
 - 139 ▪ Recommended painting schemes
 - 140 ▪ Recommended flooring
 - 141 ▪ Anti-static recommendations
- 142 7. Provide detailed equipment Block Diagram and a Proposed Room Layout
- 143 Diagram.
- 144 8. Provide Product Literature for all proposed room components. Vendors may
- 145 supply a complete URL or provide hard copy with response.
- 146 9. Provide any additional information, case studies or details, which vendor feels
- 147 would enhance their benchmark room proposal.

148 **14.2.1.6. Benchmark Room Cost Summary:**

149 Vendors are required to complete a Benchmark Room Cost Summary (MS Excel), for
150 each video room configuration submitted. Cost proposals must be based on equipment
151 and services that meet or exceed industry standards, specifications, and requirements
152 described earlier.

153 **14.2.1.7. Cost Summary Requirements**

154 Summary must minimally include line item costs for the following:

- 155 ▪ Integration services for room design and development
- 156 ▪ Required room equipment including all hardware, software and features to
157 successfully install and run each room configuration
- 158 ▪ Optional or recommended hardware, software and features
- 159 ▪ All cables, wire, connectors, components, etc. to successfully complete
160 installation
- 161 ▪ Network interface services
- 162 ▪ Installation – separate costs to include standard and extended geographic
163 coverage
- 164 ▪ Separate and itemized programming costs
- 165 ▪ Post sales extended warranty, SLA, and/or Maintenance Support Agreements
- 166 ▪ All billable travel and per diem expense rates
- 167

168 **14.3. Video Integration Project Positions**

- 169 1. Describe the duty requirements for your video project staff positions. Please
170 identify the service offerings each position is associated with. For each position
171 you describe, please identify the following:
 - 172 a. Years of experience in the position
 - 173 b. Technical expertise required for the position
 - 174 c. Any professional certifications your personnel hold
 - 175 d. Number of projects completed
 - 176 e. Level of authority
 - 177 f. Typical Responsibilities

178 **Response:**

179 **14.4. Needs Assessment**

- 180 1. Describe your needs assessment process.

181 **Response:**

- 182 2. Indicate specifically what the assessment evaluates and the reports that are
183 produced by the assessment.
184 **Response:**
- 185 3. Indicate whether the needs assessment is a billable service.
186 **Response:**
- 187 4. Indicate whether fees are waived if Member enters a purchase agreement with
188 your organization.
189 **Response:**
- 190 5. Vendors may include a sample assessment/report as an attachment to their
191 response. Please label this Attachment 14.4.5 and place it in the Attachments
192 section of your response.

193 **14.5. Site Visits, Facility, and Physical Plant Audits**

- 194 1. Describe approach to address room construction or remodeling requirements
195 based on available space and current conditions of a designated video room.
196 **Response:**
- 197 2. Describe the steps you take to conduct a site visit or physical plant audit.
198 **Response:**
- 199 3. Describe how each finding is assessed and weighted.
200 **Response:**
- 201 4. Describe how telecommunications and Internet requirements are verified.
202 **Response:**
- 203 5. Indicate whether the site visit/physical audit is a billable service.
204 **Response:**
- 205 6. Indicate whether the fee will be waived if Member enters into a purchase
206 agreement with the vendor.
207 **Response:**

208

209 **14.6. Design Services**

- 210 1. Describe your basic process for designing a video installation.
211 **Response:**
- 212 2. Indicate the number of designers on your staff.
213 **Response:**

214 3. Indicate the number of designers that would be assigned to the benchmark room
215 project. Is this more or less than (or the same as) the number of designers
216 typically assigned to the Vendor's average video integration project?

217 **Response:**

218 4. What is the vendor's estimated time to complete the design process for the
219 Benchmark Room Project?

220 **Response:**

221 14.7. Programming Services

222 1. Who provides the required programming services?

223 **Response:**

224 2. If the vendor provides programming services, identify the programming services
225 the Vendor can provide.

226 **Response:**

227 3. Typically, how many programmers would be available to work on the
228 Benchmark Room Proposal?

229 **Response:**

230 4. List the certifications or education required by the vendor for programmers.

231 **Response:**

232 5. Indicate the estimated length of time to complete the Benchmark Room Proposal.

233 **Response:**

234 6. Indicate the kind of testing that is included.

235 **Response:**

236 7. What guarantee does Vendor provide with regard to programming?

237 **Response:**

238 8. Is programming a billable service or is it included in the purchase cost?

239 **Response:**

240 14.8. Set-Up/Installation Services

241 1. Who provides set-up and installation services (i.e. vendor, or subcontractor)? If
242 the vendor uses a subcontractor, describe in detail the subcontractor's
243 relationship to the vendor; the subcontractor responsibilities; and the percentage
244 of the set-up and installation services the subcontractor will be responsible for.

245 **Response:**

246 2. Describe the Vendor's installation process, including the number of available
247 installers assigned to an average project.

- 248 **Response:**
- 249 3. Define vendor’s standard and extended geographic constraints with regard to set-
250 up and installation.
- 251 **Response:**
- 252 4. Specify whether installers are required to have Manufacturer’s Certified Installer
253 certification for each product being installed.
- 254 **Response:**
- 255 5. Will the use of non-certified installers void individual manufacturer warranties?
256 **Response:**
- 257 6. What recourse is available if warranties are voided during installation?
258 **Response:**
- 259 7. What recourse is available to Members who have legacy equipment or other
260 property damaged during the set-up or installation process?
261 **Response:**
- 262 8. Are set-up and installation separate, billable services or are they included in
263 purchase costs for an integrated video room?
264 **Response:**
- 265 9. Provide the following:
- 266 a. Copy of your Set-up and Installation Checklist. Indicate task to be
267 performed, responsible person (Vendor / User), and timeline to complete
268 tasks. Label as Attachment 14.8.9.a and place it in the Attachments
269 section of your response.
- 270 b. Copy of your problem escalation procedure for issues arising during set-
271 up and installation. Indicate the levels of responsibility for vendor and
272 subcontractor performance. Label as Attachment 14.8.9.b and place it in
273 the Attachments section of your response.

274 **14.9. Transmission Network**

275 Describe Vendor’s technical expertise related to interfacing a customer’s
276 installed Customer Premise Equipment (CPE) with customer’s on-premise
277 LAN/WAN and/or off-premise Carrier provided network.

278 **Response:**

279 **14.10. System Security**

- 280 1. Describe the physical and logical security features available with proposed
281 equipment.

282 **Response:**

283 2. Describe the features that enable continuity of critical functions of the system,
284 and describe the process to recover after a failure.

285 **Response:**

286 3. Describe any features for rebuilding all system elements and functionality when
287 other recovery processes are unfeasible.

288 **Response:**

289 **14.11. Product / Service Interoperability**

290 1. Describe vendor's process to certify the interoperability of all products and
291 services provided by the Vendor.

292 **Response:**

293 2. Identify the levels of responsibility for interoperability of all products and
294 services in use in the member's video room(s).

295 **Response:**

296 **14.12. System Testing and Acceptance Testing**

297 1. Describe Vendor's approach for providing system testing once the room is
298 installed.

299 **Response:**

300 2. Describe how acceptable test limits are set.

301 **Response:**

302 3. Is the Vendor's willing to provide Members with a 60-day System Performance
303 Acceptance test period?

304 **Response:**

305 4. How will system problems during this period be addressed?

306 **Response:**

307 **14.13. Help Desk Support – Technical and Non-Technical Users**

308 1. Describe your help-desk/customer support services.

309 **Response:**

310 2. Identify your average response times for:

311 a. E-mail inquiries

312 b. Answering the telephone

313 c. Identifying user's problem

314 d. Determining appropriate correction

315 **Response:**

316 **14.14. Service Levels Agreements (SLA)**

317 Describe the Vendor's SLA. Include a copy of the SLA. Label it Attachment
318 10.14.1 and include it in the Attachments section of your response.

319 **14.15. Extended Warranty and Maintenance Services**

320 Describe approach for providing Extended Warranty and Maintenance / Support
321 Agreements to Members.

322 **Response:**

323 **14.16. Training Services**

324 1. Describe Vendor's training class offerings on products and services related to
325 this RFP.

326 **Response:**

327 2. Specify how training services are provided (i.e. Member's site, online / Internet,
328 etc.)

329 **Response:**

330 3. Specify whether all your staff and subcontractor trainers are certified to provide
331 training for all products and services being offered under this RFP response

332 **Response:**

333 **14.17. Consulting and Professional Services:**

334 Describe additional consulting and/or professional services including technical
335 consulting both on customer-site and off-site available to Members under any
336 resulting RFP award.

337 **Response:**

338

339 **15. Towers, Equipment, and Services**

- 340 1. Identify which of the following service your organization can provide:
- 341 a. Engineering Services
 - 342 b. Project Mgmt.
 - 343 c. Site dev/construction
 - 344 d. Fence Install
 - 345 e. Tower erection
 - 346 f. Maintenance/inspection (identify the proponents covered by inspection)
 - 347 g. Maintenance contract (include sample)
 - 348 h. Tower/generator installation and maintenance
 - 349 i. Emergency services (describe in detail) (find company that puts towers in
 - 350 and will provide replacement)

351 **Response:**

- 352
- 353 2. Does your company offer turnkey solutions? If yes, please provide description of
- 354 each item and services included.

355 **Response:**

- 356
- 357 3. Is a tower space lease an available option? If yes, identify locations throughout
- 358 the US where it's available.

359 **Response:**

- 360
- 361 4. Supply a copy of standard tower space lease agreement

362 **Response:**

- 363
- 364 5. Identify all restrictions and requirements associated with lease option.

365 **Response:**

- 366
- 367 6. Equipment – what equipment can they provide for service and ops (provide by
- 368 category

- 369 a. Data and internet access
- 370 b. Video
- 371 c. Voice/wireless
- 372 d. Public safety
- 373 e. Comm/2-way radio
- 374 f. Power and generators

375 **Response:**

376

- 377 7. Describe type and manufacturer options of towers you can provide (include
378 associated hardware, lighting, safety items, waveguide, tower windloading
379 options)
380 **Response:**
381
- 382 8. Identify types of towers you company can provide and erects (freestanding, mast,
383 etc.)
384 **Response:**
385
- 386 9. Give example of each type of tower project that your organization has
387 implemented.
388 **Response:**
389
- 390 10. How does your organization assure compliance with local, state, and fed laws for
391 construction of towers?
392 **Response:**
393
- 394 11. How does your company assure compliance with FCC regulations if your
395 company installs any equipment covered under these regulations?
396 **Response:**
397

398 **16. Structured Cabling**

399 1. Describe company capabilities to successfully complete projects in each of the
400 following categories:

- 401 a. Cat 5E
- 402 b. Cat 6
- 403 c. Cat6A
- 404 d. Data and Voice
- 405 e. Other

406 **Response:**

407

408 2. Describe your indoor and outdoor wireless infrastructure.

409 **Response:**

410

411 3. Describe your broadband, voice, and VoIP services.

412 **Response:**

413

414 4. Describe your security cabling – access control and intrusion detection.

415 **Response:**

416

417 5. Describe your video surveillance – IP, CCTV and wireless camera systems.

418 **Response:**

419

420 6. Describe your network equipment sales and installation.

421 **Response:**

422

423 7. Describe your IT support and managed services.

424 **Response:**

425

426 8. Describe your emergency response.

427 **Response:**

428

429 9. What is your company geographical coverage area?

430 **Response:**

431

432 10. Describe project management process (include design, install, testing through
433 acceptance).

434 **Response:**

435

436 11. State the level of certification (if applicable), level of training, and experience of
437 staff.

438 **Response:**

439

440 12. Cite examples of projects that you have successfully completed (two of each)
441 which are small, medium, and large in scope.

442 **Response:**

443

444 13. Describe your approach to subsystems of a structured cabling system.

445 **Response:**

446

447 14. Describe how your company adheres to ANSI/TIA/568-C.O, TFA/EIA 568.B1
448 and ANSI/TIA-568-C.1.

449 **Response:**

450

451

452

453

454

455 **17. Cost Proposal**

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

459
460 In all cases, all billable costs must be clearly identified. MiCTA members will not pay any
461 costs that are not clearly identified in your response and you will not be permitted to add
462 costs or fees to your offer if it is accepted. MiCTA does provide a process for you to add
463 new products to a Master Service Agreement, and remove products that are no longer
464 available for sale. Minimally, the Excel worksheet should show all of the following:

465 **a. Equipment:**

466 Item name
467 Item number/model number (if applicable)
468 List price
469 Proposed MiCTA member discount, expressed as a percentage of the list cost
470 MiCTA member price
471

472 **b. Fees:**

473 Fees can include installation, shipping, late payment fees, restocking fees, account setup
474 fees, RMA fees, etc.
475 Name of Fee
476 Standard Fee Amount
477 Proposed MiCTA discount
478 MiCTA member cost

479 **c. Services:**

480 Services can include consultation, design, engineering, training, maintenance
481 contracts/SLA costs, software licensing, ongoing service costs, etc.

482
483 Name of the service
484 Standard service cost
485 Proposed MiCTA Discount
486 MiCTA member cost
487 Indicate how the service costs are applied. (Hourly, monthly, annually, one-time, etc.)
488

489 Indicate **any and all other costs** that a member will/may be asked to pay to acquire the
490 vendor's products and/or services. Vendors will not be given the opportunity to add costs
491 and fees at a later date that are not disclosed in the cost proposal.
492

493 **18. Vendor Profile**

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

500 **a. Company Profile:**

501 Company: _____ Year Founded: _____
502 Operates as: Privately-Held Partnership Corporation / Incorporated in State of: _____
503 Street Address: _____ Mail Stop/PO Box: _____
504 City: _____ State: _____ Zip: _____
505 URL: _____
506 Any prior MiCTA Programs? _____
507 If so, which ones and when? _____
508 Finance Sources . _____
509 Company Dun & Bradstreet Number: _____ Year Joined: _____
510 Total number of employees as of December 31, 2017: _____ Full-Time _____ Part-Time
511 Percent of employees dedicated to proposal response areas: _____% - FT _____% - PT
512 Total number of customers as of December 31, 2017 _____
513 % growth over previous year: _____%
514 Company has been in the proposal response area(s) providing products, services, equipment, support and
515 training for a minimum of five (5) years: Yes No
516 If no, specify the number of years Company has been offering products and services in the proposal
517 response area(s): _____
518
519 Parent Company: _____ Year Founded: _____
520 Total number of employees as of December 31, 2017: _____ Full-Time _____ Part-Time
521 Headquarters Located In - City: _____ State:
522 _____
523 Identify All Subsidiaries (Insert lines for additional listings):
524

Subsidiary	Year Founded	# of Full-Time Employees
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

529
530

531 **b. Business Background:**

532 Market Share: Identify what percentage of Vendor’s current overall business is from the following non-
533 profit market segments:

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

535 Libraries _____%

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

537 Religious Organizations: _____%

538 Healthcare Facilities: _____%

539 Charitable Organizations: _____%

540 Public Sector Non-Profits: _____%

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

544 Partner / Affiliation Name Membership Date Current/Expired

545 _____

546 _____

547 _____

548 **c. Revenue As Percent of Sales:**

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

	Annual Gross Sales	Net Profit	% of Sales
551			
552	FY 2017: \$ _____	\$ _____	_____%
553	FY 2016: \$ _____	\$ _____	_____%
554	FY 2015: \$ _____	\$ _____	_____%

555 **d. Company Minority Status:**

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

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

558 If certification is currently active, provide the following:

Issuing Agency(s)	Certification Number	Date Issued	Date Expires
559	_____	____/____/____	____/____/____
560	_____	____/____/____	____/____/____
561	_____	____/____/____	____/____/____
562	_____	____/____/____	____/____/____
563	_____	____/____/____	____/____/____

564
565 Company has an Affirmative Action Plan currently in place: ___ Yes ___ No

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

567

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e. Vendor’s Assigned Personnel:

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

Proficient in English – both spoken and written: ___Yes ___No

A United States citizen: ___Yes ___No

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

Vendor will guarantee any assigned staff member, who is a non-U.S. citizen, will retain current INS eligibility throughout their assignment with the MiCTA program: ___Yes ___No

f. Signatures

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

Company Name: _____

Officer's Name: _____ Title: _____

Telephone: (_____) _____ Fax: (_____) _____

E-Mail Address: _____ URL: _____

Signature: _____ Date: _____

597 **19. Vendor References**

598 **a. Vendor's Financial References**

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

602
603 Additionally, vendors are required to provide the financial records listed below for its
604 subcontractor(s) who will provide products and/or services and invoice Members
605 directly. Vendors, assuming financial responsibility for its subcontractors, must attach
606 an authorizing letter stating the Vendor accepts all financial responsibility and liability
607 for the subcontractors listed. Subcontractors referenced in the Vendor's letter are not
608 required to submit financial records.

609
610 Please provide:

- 611 • Last three (3) fiscal years audited financial reports, which must include Income
612 Statements and Balance Sheets, with certification by an independent auditor.
613 Vendor should be prepared to provide 5 years' worth of financial reports at the
614 request of MiCTA. Alternately, the Vendor may provide copies of the Vendor's
615 published Annual Report for 2015, 2016, and 2017. Vendor's Form 10K is not
616 an acceptable substitute for the requested financial reports.
617
- 618 • All quarterly reports since the publication of the last audited financial statements
619 or Annual Report if most recent fiscal year is currently incomplete.
620
- 621 • Security and Exchange Administrative fee Certification Reports – verification
622 that Vendor has filed SEC Certification Reports for fiscal years 2015, 2016, and
623 2017, which acknowledges in all material respects Vendor's financial affairs
624 have been accurately reported to the SEC.
625
- 626 • Current Dun & Bradstreet or Credit Bureau report, which must be the original
627 report issued by the reporting company – copies are not acceptable.
628
- 629 • Major Supplier Credit Level – submit a copy of authorizing letter(s) from either
630 Vendor's suppliers or bank documenting Vendor's credit level with its major
631 suppliers.
632
- 633 • Federal Bankruptcy Proceedings – submit a description of any bankruptcy
634 proceedings, including filing date, chapter type, and disposition, as filed by the
635 Vendor or their subsidiaries, suppliers/subcontractors, or manufacturers from
636 whom products and/or services will be provided to Members.
637

- 638 • Mergers, Buyout or Acquisitions – identify, to the best of your knowledge,
639 whether the company or vendor’s subcontractors are currently under
640 consideration for either mergers, buyouts or acquisitions that would directly
641 impact any agreement with MiCTA, and describe vendor’s procedure to address
642 a Master Agreement under these circumstances.
643

644 **b. Vendor’s Banking References:**

645 Vendors are required to provide a list of their banking references. MICTA and the
646 Evaluation Committee reserve the right to contact all references during the reference
647 verification process. The resulting verification scores will become part of the final
648 evaluation criteria process. If a signed release is required to contact the banking
649 references, Vendor is required to attach a copy of the signed release document as part of
650 the RFP response.

651 Bank Name 1: _____
652 Contact Name: _____ Title: _____
653 Telephone: (____) _____ x _____ Fax: (____) _____
654 E-Mail Address: _____ URL: _____
655 Bank Address: _____ PO Box: _____
656 City: _____ State: _____ Zip: _____
657 Services: _____Checking Account _____Savings Account _____Line of Credit
658 Loans: _____Secured and/or _____Unsecured _____Property Mortgage

660 Bank Name 2: _____
661 Contact Name: _____ Title: _____
662 Telephone: (____) _____ x _____ Fax: (____) _____
663 E-Mail Address: _____ URL: _____
664 Bank Address: _____ PO Box: _____
665 City: _____ State: _____ Zip: _____
666 Services: _____Checking Account _____Savings Account _____Line of Credit
667 Loans: _____Secured and/or _____Unsecured _____Property Mortgage

669 Bank Name 3: _____
670 Contact Name: _____ Title: _____
671 Telephone: (____) _____ x _____ Fax: (____) _____
672 E-Mail Address: _____ URL: _____
673 Bank Address: _____ PO Box: _____
674 City: _____ State: _____ Zip: _____
675 Services: _____Checking Account _____Savings Account _____Line of Credit
676 Loans: _____Secured and/or _____Unsecured _____Property Mortgage
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c. Vendor's Auditors:

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

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

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

Reason for not retaining: _____

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

Reason for not retaining: _____

d. Customer References

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

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

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

735 **e. Current Customer References:**

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

737
738 **Customer Name 1:**

739 _____
740 City: _____ State: _____ Zip: _____
741 Products or Services Provided _____
742 Contract Start Date: _____ Completion Date: _____
743 Project Estimated Dollar Value: \$ _____
744 Project Came In On Budget: ___Yes ___No
745 Successful Contract Completion: ___Yes ___No
746 Authorization received for MiCTA to contact customer directly: ___Yes ___No

747
748 Customer Coordinator: _____ Title: _____
749 Telephone: (____) _____ x _____ Fax: (____) _____
750 E-Mail Address: _____ URL: _____
751 Customer Technician: _____ Title: _____
752 Telephone: (____) _____ x _____ E-Mail: _____

753
754 **Customer Name 2:**

755 _____
756 City: _____ State: _____ Zip: _____
757 Products or Services Provided _____
758 Contract Start Date: _____ Completion Date: _____
759 Project Estimated Dollar Value: \$ _____
760 Project Came In On Budget: ___Yes ___No
761 Successful Contract Completion: ___Yes ___No
762 Authorization received for MiCTA to contact customer directly: ___Yes ___No

763
764 Customer Coordinator: _____ Title: _____
765 Telephone: (____) _____ x _____ Fax: (____) _____
766 E-Mail Address: _____ URL: _____
767 Customer Technician: _____ Title: _____
768 Telephone: (____) _____ x _____ E-Mail: _____

771 **Customer Name 3:**
 772 _____
 773 City: _____ State: _____ Zip: _____
 774 Products or Services Provided _____
 775 Contract Start Date: _____ Completion Date: _____
 776 Project Estimated Dollar Value: \$ _____
 777 Project Came In On Budget: ___Yes ___No
 778 Successful Contract Completion: ___Yes ___No
 779 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 780
 781 Customer Coordinator: _____ Title: _____
 782 Telephone: (____) _____ x _____ Fax: (____) _____
 783 E-Mail Address: _____ URL: _____
 784 Customer Technician: _____ Title: _____
 785 Telephone: (____) _____ x _____ E-Mail: _____
 786

787 **Prior Customer References:**
 788 Reflects projects and/or purchases awarded and completed 12-24 months ago:
 789

790 **Customer Name 1:**
 791 _____
 792 _____
 793 City: _____ State: _____ Zip: _____
 794 Products or Services Provided _____
 795 Contract Start Date: _____ Completion Date: _____
 796 Project Estimated Dollar Value: \$ _____
 797 Project Came In On Budget: ___Yes ___No
 798 Successful Contract Completion: ___Yes ___No
 799 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 800
 801 Customer Coordinator: _____ Title: _____
 802 Telephone: (____) _____ x _____ Fax: (____) _____
 803 E-Mail Address: _____ URL: _____
 804 Customer Technician: _____ Title: _____
 805 Telephone: (____) _____ x _____ E-Mail: _____
 806

807 **Customer Name 2:**
 808 _____
 809 _____
 810 City: _____ State: _____ Zip: _____
 811 Products or Services Provided _____
 812 Contract Start Date: _____ Completion Date: _____
 813 Project Estimated Dollar Value: \$ _____
 814 Project Came In On Budget: ___Yes ___No
 815 Successful Contract Completion: ___Yes ___No
 816 Authorization received for MiCTA to contact customer directly: ___Yes ___No
 817
 818 Customer Coordinator: _____ Title: _____
 819 Telephone: (____) _____ x _____ Fax: (____) _____
 820 E-Mail Address: _____ URL: _____
 821 Customer Technician: _____ Title: _____
 822 Telephone: (____) _____ x _____ E-Mail: _____
 823
 824

825 **Customer Name 3:**
826 _____
827 _____
828 City: _____ State: _____ Zip: _____
829 Products or Services Provided _____
830 Contract Start Date: _____ Completion Date: _____
831 Project Estimated Dollar Value: \$ _____
832 Project Came In On Budget: ___Yes ___No
833 Successful Contract Completion: ___Yes ___No
834 Authorization received for MiCTA to contact customer directly: ___Yes ___No
835
836 Customer Coordinator: _____ Title: _____
837 Telephone: (____) _____ x _____ Fax: (____) _____
838 E-Mail Address: _____ URL: _____
839 Customer Technician: _____ Title: _____
840 Telephone: (____) _____ x _____ E-Mail: _____
841
842

843 **20. Sample Master Service Agreement**

844



845
846
847

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

848
849

850 **MASTER SERVICE AGREEMENT**
851 **APPROVED VENDOR AWARD**
852 **CONTRACT NUMBER: 123456789**

853

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

857

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

860

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

863

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

866

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

869

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

874

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

877

878 **1. MASTER SERVICE AGREEMENT:**

879

880 1.1. Seller agrees to offer to Eligible Organizations meeting credit criteria, products and services as set forth in the
881 Seller’s response to RFP #123456789, and as attached as Attachment A at the pricing in Attachment B.

881

882 1.2. MiCTA hereby accepts Seller’s offer to provide to Eligible Organizations Telecommunications products and
883 services, as set forth in Seller’s response to the NAME OF THE RFP - RFP #123456789, and as set forth in Attachment A,

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

886
887 **2. MASTER SERVICE AGREEMENT TERM:**

888 2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2) years until
889 _____ (“Expiration Date”).

890
891 2.2. MiCTA reserves the right to extend the term of this Agreement for three (3) additional one-year terms providing the
892 products, service and pricing meet or exceed MiCTA’s standards, and Seller has met and continues to meet all the terms and
893 conditions of this Agreement.

894
895 **3. EXCLUSIVE AGREEMENT:**

896 3.1. Seller agrees that this Agreement is for the sole use of all Eligible Organizations. Seller shall not disclose the terms,
897 negotiated pricing and/or benefits provided to Eligible Organizations pursuant to this Agreement to any non-Eligible
898 Organization.

899
900 3.2. Seller agrees that this Agreement supersedes all existing contracts containing products and/or services within the
901 scope of RFP #123456789 with any/all MiCTA accounts. Nonetheless, any Member Participation Agreements still in effect
902 under a prior Master Service Agreement shall remain in effect and be performed according to their terms.

903
904 **4. HIGHLY COMPETITIVE PRICING:**

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

910
911 **5. CREDIT CRITERIA**

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

913
914 **6. APPOINTMENT OF AGENT:**

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

917
918 **7. ACCEPTANCE OF INDEPENDENT AGENT APPOINTMENT:**

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

921
922 **8. RELATIONSHIP OF PARTIES:**

923 8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies
924 and procedures of Seller other than as specifically authorized by this Agreement.

925
926 8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or
927 create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MiCTA is an
928 independent contractor with respect to the services provided under this Agreement.

929
930 8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services
931 covered by this Agreement, and shall otherwise identify itself as an independent entity.

932
933 8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA members, to
934 the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.
935

936 **9. CONTRACT DOCUMENTS:**
937 The documents which comprise this Agreement are this Agreement and any attachments or addenda, the RFP #123456789,
938 the Seller's response to such RFP and any attachments or addenda. Each Eligible Organization that purchases service from
939 Seller shall also have a Member Participation Agreement with Seller.
940

941 **10. RESOLVING CONFLICTING LANGUAGE:**
942 In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the
943 documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP
944 and any attachments or addenda, and third, the RFP #123456789 and any attachment or addenda. Any contractual
945 clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.
946

947 **11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:**
948 Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting,
949 problem solving, etc. for any/all Eligible Organizations regardless of their physical location. In addition, the Account
950 Representative is the responsible contact for reporting to MiCTA on a monthly basis, MiCTA total gross sales revenue.
951 Additionally:
952 11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.
953
954 11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Representative, and
955 agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant.
956
957 11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if requested to do so
958 by MiCTA.
959

960 **12. MARKETING AND SALES AIDS:**
961 12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing
962 plan provided by the Seller.
963
964 12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or
965 services.
966
967 12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature,
968 sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.
969
970 12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.
971

972 **13. LOGO AND NAMES:**
973 The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's
974 Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products
975 and/or services covered by this Agreement with the written permission of the other party.
976

977 **14. CONFERENCE SUPPORT:**
978 14.1 Seller agrees to funding not to exceed \$5,000, to support at least one MiCTA sponsored conference
979 annually. Such support may be in the form of conference lecturer, training session, booth display, social
980 gathering/event, opening or closing banquet, and/or provide door or event prizes.
981 14.2 If not already an associate member with MiCTA, Seller agrees to become an "Associate Member", and
982 keep such status in good standing for the full term of this Agreement.
983

984 **15. FORCE MAJEURE:**
985 Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting
986 from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not
987 be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other
988 events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either
989 Party from canceling or terminating the Contract, or any order for any produce or service included herein, as otherwise
990 permitted hereunder, regardless of any Force Majeure.

991
992 **16. LIVING DOCUMENT:**
993 The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to add
994 products and services to Attachment A of this Agreement as mutually agreed from time to time. Seller and MICTA will
995 confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a review to evaluate the
996 possible addition of new Seller product/service offerings to this Agreement. Should MICTA and Seller reach mutual
997 agreement regarding pricing and/or discounts for any/all new products and/or services the parties will add them to this
998 Agreement by written amendment.
999

1000 **17. MICTA PRICING AND PRICE ADJUSTMENTS:**
1001 17.1 Seller hereby authorizes the price structure, as designated in seller's response to RFP #123546789, and as
1002 attached as Attachments A & B, to be offered to all eligible organizations.
1003 17.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the
1004 country.
1005 17.3 A MiCTA Vendor may choose to award reduced Individual Case Basis (ICB) pricing to MiCTA members
1006 that deviates from the benchmark pricing established in this MiCTA/Vendor MSA based on a member's agreement
1007 to an extended length of commitment, scope of the products and/or services requested, or ensuing vendor
1008 competition. MiCTA accepts ICB pricing under these conditions.
1009

1010 **18. PRICING REVIEW DATES:**
1011 Endorsed status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for
1012 products/services will be released to Eligible Organizations no later than one (1) week after contract execution. MiCTA
1013 reserves the right to review the pricing terms of the Agreement once during each twelve (12) month period of the Agreement.
1014

1015 **19. INVOICE TERMS:**
1016 Seller will provide monthly invoices directly to Eligible Organizations for products and services provided under this
1017 Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the products and
1018 services being provided. **Seller agrees to provide Eligible Organizations Net 30-Days invoice terms.**
1019

1020 **20. MEMBER'S EXISTING CONTRACT:**
1021 Eligible Organizations who have existing contracts for same or similar services will be entitled to renew with Seller subject to
1022 this Agreement. An Eligible Organization and Seller may mutually agree to enter a new Member Participation Agreement
1023 under this Agreement, but are not required to do so.
1024

1025 **21. CODES, PERMITS, FEES, LICENSES:**
1026 Seller shall be responsible for any/all permits required for installing the products or services under this Agreement, arranging
1027 for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA Compliance of
1028 Telecommunications Equipment and Services as released by the Federal Communications Administrative fee, September 9,
1029 1999, effective March 1, 2000. Seller shall also be responsible for those fees for codes, permits and licenses related to the
1030 products and services identified under this Agreement.
1031

1032 **22. ORDINANCES AND REGULATIONS:**
1033 Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments.
1034 Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.
1035

1036 **23. COMPLIANCE WITH LAW:**
1037 Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and
1038 permits required for its performance under this Agreement.
1039

1040 **24. GOVERNING LAW:**
1041 The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction,
1042 performance and enforcement thereof. Any purchase agreement entered into by Seller and individual Eligible Organizations
1043 will be governed by and construed in accordance with the laws of the state in which service is provided to an Eligible
1044 Organization.
1045

1046 **25. NO WAIVER:**
1047 No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The
1048 failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of
1049 any provision and all terms shall remain in full force and effect.

1050 **26. SEVERABILITY:**
1051 No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other
1052 provisions of this Agreement, all of which will remain in full force and effect.
1053

1054 **27. BINDING EFFECT AND ASSIGNMENT:**
1055 This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. MiCTA may not
1056 assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent
1057 of Seller. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent so
1058 long as the services provided to Eligible Organizations are unaffected.
1059

1060 **28. CANCELLATION/TERMINATION:**
1061 28.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement
1062 provided written notice of breach has been given and such breach has not been cured within thirty (30) days after
1063 delivery of such notice.
1064

1065 28.2 Eligible Organizations shall be responsible for all sums due and owed the seller for products or services
1066 provided under this Agreement.
1067

1068 **29. SURVIVORSHIP OF PROVISIONS:**
1069 All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the
1070 Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without
1071 limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment,
1072 and (iii) MiCTA Administrative fee and Audit Functions, as defined in this Agreement.
1073

1074 **30. SURVIVORSHIP OF INDIVIDUAL ELIGIBLE ORGANIZATIONS MEMBER TERMS AND**
1075 **CONDITIONS:**
1076 In the event Eligible Organizations enter into individual purchase agreements whose term extends beyond the termination or
1077 expiration date of this Agreement, Members, at their own option, may either:
1078 30.1 Continue receiving services or products under the terms and conditions described herein until the expiration
1079 date of the Eligible Organization's individual purchase agreement, or
1080 30.2 Continue receiving services or products at other terms and conditions agreed to in writing by both Seller
1081 and the Eligible Organization.
1082

1083 **31. NOTICES:**
1084 31.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and
1085 properly given on the earlier of:
1086 31.1.1 Date such notice has been received; or
1087 31.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be
1088 delivered by certified mail, return receipt requested, addressed to Seller at:
1089 VENDOR
1090 123 Street Address
1091 City, State 12345
1092 or at such addresses as seller may designate, in writing, from time to time, or
1093 to MiCTA addressed as follows:
1094 MiCTA
1095 Timothy von Hoff
1096 4805 Towne Centre Rd
1097 Suite 100
1098 Saginaw, Michigan 48604
1099 or at such address as MiCTA may designate, in writing, from time to time.
1100

1101 **32. HEADINGS:**
1102 The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no
1103 way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect
1104 this Agreement.
1105

1106 **33. IMPLEMENTATION DATES:**
1107 Seller's Endorsed status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and
1108 Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's
1109 price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations
1110 as soon as practicable after the Effective Date of this Agreement
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1112 **34. ENTIRE AGREEMENT:**
1113 This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations,
1114 whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the
1115 entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be
1116 modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of
1117 the parties hereto.
1118

1119 **35. CONTRACT EXECUTION:**
1120 In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration,
1121 the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above
1122 Agreement and have caused their duly authorized representatives to execute this Agreement.
1123

1124 **FOR: VENDOR**

1125 _____
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1127 Authorized Signature

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1129 TITLE _____

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1131 Date: _____
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1133
1134 **FOR: MiCTA**

1135 _____
1136
1137 Timothy von Hoff
1138 Chief Executive Officer

1139 Date: _____
1140

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1147 **MASTER SERVICE AGREEMENT**
1148 **CONTRACT NUMBER: 123456789**

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1150 ***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:

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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:

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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:

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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:

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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.

1208 In the event that there is a material change in the financial condition of the Seller, including without limitation, a
1209 default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded,
1210 bond rating classified as “junk” bond status or lower, assignment of receivables, or a voluntary or involuntary filing
1211 for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of
1212 any kind, the Term of any Agreement shall revert automatically to month-to-month for all purposes under the
1213 Agreement. Any commitments shall be automatically considered to have been achieved for the Agreement and
1214 rates, and discounts shall continue as they are at the time of the events.
1215

1216 **C.5 Copyright Requirements:**

1217 Seller represents and warrants that it is the lawful owner or licensee of any products / services licensed or sold to
1218 Members, developed by either the Seller or Manufacturer under the RFP Agreement, has all rights necessary to
1219 provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services
1220 made available under the Master Service Agreement and Member Participation Agreement.
1221

1222 **C.6 Indemnification:**

1223 Subject to the other limitations set forth in this agreement, Seller, to the extent permitted by law, shall indemnify,
1224 defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and
1225 expenses incurred in connection with any action or proceeding threatened or brought against the Member to the
1226 extent that such action or proceedings are based on a claim that any product / service provided by the Seller or its
1227 Subcontractors, the use of such products / services, or reproduction of any documentation violates the provisions set
1228 forth in this agreement.
1229

1230 **C.7 Alternate Product Sourcing:**

1231 Member and Seller shall work in good faith to secure products, services and/or support from other Endorsed or
1232 Approved contract holders whenever it is in the best interest of the Member. Member will be responsible for
1233 notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation
1234 services, must:

1235 C.7.1 Indicate any potential effects the change may create in the overall project.

1236 C.7.2 Be willing to integrate these products and services into the Member’s project.
1237

1238 **C.8 Liquidated Damages:**

1239 Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to
1240 Seller’s products or services failing to perform as specified in the Master Service Agreement and Member
1241 Participation Agreement. Seller will be solely responsible for:

1242 C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for
1243 significant downtime experienced during the term of the Agreement.
1244

1245 C.8.2 Member shall have the right to liquidate such damages through a credit.
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1247 **C.9 Insurance Requirements:**

1248 Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation
1249 Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all
1250 activities performed on Member’s site in connection with the products and services covered by the agreements.
1251 Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance evidencing coverage,
1252 and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during
1253 the term of Member’s Participation Agreement. Coverage should minimally include the following:
1254

1255 C.9.1 Workers Compensation Insurance

1256 C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage

1257 C.9.3 Services / Products / Completed Operations Aggregate

1258 C.9.4 Automobile Insurance
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C.10 Workmanship Warranty:

Seller is required to provide for a workmanship warranty of not less than one-year from the date of the Member’s final system acceptance. The final system acceptance will be determined by a “sign-off” as negotiated by the Member in the Member Project Schedule below. Seller will be responsible for all costs for labor, field service, and pick-up and delivery related to repairs or corrections during the warranty period. Warranty will be provided to Members at no additional cost.

C.11 Member Invoice:

Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown of all products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days invoice terms.

C.12 Freight Terms:

Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide Freight Terms as defined below.

C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination-: Member’s Receiving Dock, ground transportation, within the Continental U.S.A, at no additional cost to the Member.

C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping costs be invoiced “Prepay and Add”, prior to accepting a Member’s Participation Agreement.

C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside the Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.

C.13 Hardware/Software Compatibility:

Seller and/or its subcontractors, providing hardware or software products to Members, agree to address hardware / software compatibility issues with the Member that minimally includes the following:

C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member compatibility and/or interoperability issues between hardware, peripheral or software provided by the Seller.

C.13.2 Seller shall provide networking equipment configurations that meet or exceed all applicable industry standards, and are interoperable with all other system components.

C.13.3 Seller is responsible for providing an evaluation or survey of Member’s existing systems and software prior to ordering and installing equipment, and make Member aware of any/all known interoperability and compatibility issues that must be addressed.

C.13.4 Seller agrees to notify the Member entering into a participation agreement of any additional electronic premise equipment that is required to interface to the hardware, peripherals, or software being provided.

C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a result of any additions or modifications to the products and/or services not performed by the Seller, or resulting from the Member’s use of the products and/or services in conjunction with the Member’s other software and/or systems which have not been reviewed and approved by the Seller prior to order and installation.

C.14 Termination Right:

The Service or Products shall be available for use by MiCTA Member within seven (7) business day from receipt of the Member Participation Agreement by Seller. Seller agrees that Members shall have the right to terminate the Participation Agreement without cause at any time.

C.15 Title and Risk Allocation:

Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation 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 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 #123456789.

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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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D.1.8. 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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1405 **D.2. SALES/ADMINISTRATIVE FEE REPORTS:**
1406 Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members and MiCTA Eligible
1407 Organizations. The report must minimally, for each Eligible Organization taking service, include the customer name, contact
1408 name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date.
1409 A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and
1410 require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-
1411 end close.

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1413 Monthly reports should be sent to:
1414 MiCTA
1415 Attn: Administrative fee Report
1416 4805 Towne Centre Rd
1417 Suite 100
1418 Saginaw, MI 48604
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1421 **Sales/Administrative fee Reporting Process:**

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1423 D.2.1. Monthly reports must include a list of all purchases between MiCTA Members and MiCTA Eligible
1424 Organizations and the Seller.
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1426 D.2.2. Seller will be required to submit an annual report of all MiCTA Member and MiCTA eligible institution
1427 purchases within 30-days of the Seller's fiscal year close.
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1429 D.2.3. MiCTA may escalate to the Vice President level for any failure to report Member sales in their entirety
1430 Sales/Administrative fee Audit.
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1432 D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA
1433 administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the
1434 audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA
1435 will be solely responsible for the cost of any such audit.
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1437 D.2.5. Seller will be required to comply with a MiCTA request for audit within thirty (30) working days of
1438 receiving the written request.
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1440 D.2.6. Seller will be held responsible for all administrative fees and service charges for all unreported Net Eligible
1441 Revenue with MiCTA Accounts revealed during an audit.
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1443 D.2.7. MiCTA will be responsible for repaying all administrative fees for all over reported Net Eligible Revenue
1444 paid to MiCTA which may be repaid by an offset against future administrative fees.
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