



Request For Proposals # MT-NG 9-1-1 2018

**Next Generation 9-1-1 Equipment and
Services RFP**

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

10 **RFP SCHEDULE**

11 **Issue Date:** Wednesday June 27, 2018

12

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

14

15 **Deadline for written questions:** Friday, July 20, 2018, 4:30 PM EDT

16

17 **RFP Response Deadline:** Wednesday, August 1, 2018, 4:30 PM EDT

18

19

20 **RFP CONTACT**

21 Tim von Hoff

22 Chief Executive Officer, MiCTA

23 rfp@mictatech.org

24

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124 2 Introduction

125 2.1 Request For Proposals

126 MiCTA is issuing this Request For Proposals (RFP). This RFP seeks qualified potential
127 vendors to provide Next Generation 9-1-1 (NG 9-1-1).

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

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

140 2.1.1 Purpose and Scope of RFP

141 The purpose of the RFP is to solicit offers from qualified potential vendors who can
142 provide high quality Next Generation 9-1-1 (NG 9-1-1) to our members under the terms
143 of our Master Service Agreement (MSA).

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

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

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

156 2.2 About MiCTA

157 MiCTA is a national non-profit consortium comprised of governmental, health care,
158 higher education, libraries, K-12 schools and school districts, public sector entities,
159 religious and charitable organizations. We aggregate our members' demand and negotiate
160 favorable pricing for essential telecommunications, data, and technology products and
161 services. MiCTA also acts as a provider of services and a clearinghouse for technological

162 and legislative information related to the telecommunications, data and technology
163 interests of its members.

164
165 Among MiCTA's other primary functions are:

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

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

181

182 **2.3 The MiCTA Model**

183 **2.3.1 MiCTA Membership**

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

189

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

193

194 **2.3.2 MiCTA National E-Rate/Healthcare Connect Fund Programs**

195 Interested Vendors should also be aware that MiCTA will be filing an E-Rate 470 on
196 behalf of its K-12/Library Members for Category 1 & 2 services and products in July,
197 2018, as soon as the 470-filing window opens. This same RFP will be referenced in the
198 MiCTA 470 filing and therefore vendors who have already responded to this “general”
199 RFP before the 470 filing takes place will be sent an electronic Intent to Respond (ITR)
200 document for the 470 processes by MiCTA’s E-Rate Consultant who will be filing the
201 470 on behalf of MiCTA.

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

205
206 In addition, eligible contracts awarded through the E-Rate process can also be used by
207 MiCTA Healthcare members for funding under the Healthcare Connect Fund Program
208 without having to bid by using the “Government Master Service Agreement” exemption.
209 The FCC and USAC legally recognize MiCTA awarded contracts to be “Government
210 Master Service Agreements” classified as “Evergreen”. Those vendors who are not
211 familiar with the E-Rate and/or Healthcare Connect Fund Programs can find more
212 information at the sites listed below:

213 214 **Schools and Libraries Program (E-rate) Program**

215 The FCC's **E-rate Program** makes telecommunications and information services more
216 affordable for schools and libraries. With funding from the Universal Service Fund, E-
217 rate provides discounts for telecommunications, Internet access and internal
218 connections to eligible schools and libraries <https://www.usac.org/sl/>

219 220 **Healthcare Connect Fund**

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

226

227 **2.3.3 Member and Vendor Benefits**

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

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

236 **2.3.4 Potential Sales Volume**

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

241 **2.4 RFP Status**

242 This RFP is not a commitment to award a contract to a responding potential vendor.
243 MiCTA reserves the right to enter into a contract with a potential vendor at its sole

244 discretion and only when MiCTA determines that an offer is in the best interest of MiCTA
245 and its membership. Responding vendors must agree that MiCTA's decisions are final
246 and not subject to appeal.

247 **2.5 Freedom Of Information Act**

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

251 **3 Responding To This RFP**

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

255 **3.1 Eligibility To Respond**

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

264 **3.2 Collusion Among Bidders, Response Rejections**

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

270 **3.3 Personal Gain**

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

279 **3.4 Intent To Respond Form**

280 All potential vendors should provide complete, correct contact information using the
281 Intent To Respond form that accompanies this RFP. Potential vendors that do not provide
282 a completed Intent To Respond Form may not receive updates, clarifications and
283 responses to questions submitted by other potential vendors. Potential vendors should
284 complete and return the Intent To Respond Form no later than **4:30 PM EDT, Friday,**
285 **July 13, 2018.** Vendors may still submit a responsive offer without submitting an Intent
286 To Respond Form. Returning the Intent To Respond Form does not obligate a potential
287 vendor to submit a response to this RFP.

288 **3.5 RFP Contact**

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

290 Tim von Hoff
291 Chief Executive Officer, MiCTA
292 4805 Towne Centre Rd, Suite 100
293 Saginaw, MI 48604
294 (888)-964-2227
295 (989) 753-2424
296 rfp@mictatech.org

297 **3.6 RFP Questions**

298 MiCTA requires all prospective vendors to submit questions and clarification requests in
299 writing to the RFP contact. MiCTA explicitly cautions prospective vendors not to rely on
300 oral representations regarding this RFP. Prospective vendors may submit questions
301 regarding the RFP **in writing until Friday, July 13, 2018 at 4:30 PM EDT**. MiCTA is
302 not responsible for late or misdirected email, postal mail or faxes. MiCTA will not
303 guarantee a response to questions submitted after this date.

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

307 **3.7 RFP Closing Date and Time**

308 Potential vendors must submit their offers no later than **4:30 PM EDT Wednesday,**
309 **August 1, 2018**. MiCTA has divided this RFP into sections that correspond to various
310 products and services. Potential vendors may choose to respond to one, many or all of the
311 section(s) of the RFP. The vendor must submit a complete response for each selected
312 section. The Evaluation Committee will not consider incomplete offers.

313 **3.8 RFP Response Format Requirements**

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

317
318 This RFP is provided to you as an editable Microsoft Word document. Each section poses
319 a series of questions and contains a Response indicator. Please place your response in this
320 section.

- 321 • Do not renumber the document sections or the questions.
- 322 • Do not combine questions or your responses to questions. Answer each question
323 individually as requested.
- 324 • Do not include cost information in your technical proposal. All cost information
325 should be provided in a separate, sealed envelope clearly marked **COST**
326 **PROPOSAL**.

327

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

332
333 ***Potential vendors are expressly warned against modifying the text of the RFP***
334 ***document.*** Doing so will disturb the evaluation tools that will be used in conjunction with
335 this response form. MiCTA assumes no responsibility for correcting the format of
336 modified response forms, permitting corrections once the response deadline has passed or
337 correcting any errors that result from improperly modified RFP forms. Potential vendors
338 may not apply any form of security, encryption or password protection to the response
339 form.

340
341 Potential vendors must submit **ONE bound, printed original** offer that is manually
342 signed by an officer of the company with the authority to bind the potential vendor to its
343 offer. The original offer must include all attachments and other required documentation.

344
345 Potential vendors must also submit **TWO bound, printed copies** of their offer with all
346 attachments and other required documents. MiCTA will consider responses that do not
347 contain these copies to be incomplete.

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

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

- 353 • Cover Letter/Letter of Transmittal, manually signed as described in the following
354 section.
- 355 • Executive Summary as described in Executive Summary Requirements.
- 356 • Corporate Overview.
- 357 • Technical Response.
- 358 • Cost Proposal, placed in a sealed envelope marked **COST PROPOSAL**. Include
359 printed copies of all schedules, spreadsheets and other requested cost information.
- 360 • Vendor Profile.
- 361 • Attachments. Must be clearly labeled with the pertinent section/question number.
- 362 • Audited financial statements (may be submitted under separate binding).

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

368 **3.9 Cover Letter Requirements**

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

- 372 The section (or sections) to which the prospective vendor is responding;
- 373 The prospective vendor has read and understands the RFP requirements;
- 374 The prospective vendor has provided a copy of the MSA to its legal counsel;
- 375 The prospective vendor has raised its objections to the MSA in its response;
- 376 The prospective vendor will extend its most favorable pricing to MiCTA members
377 at all times, if its proposal is successful;
- 378 The prospective vendor has never been a MiCTA vendor, OR
- 379 is a current or past MiCTA vendor and is fully in compliance with its existing or
380 prior Agreement with MiCTA;
- 381 The prospective vendor accepts the conditions of the RFP;
- 382 The prospective vendor is committing itself to the prices, products and services
383 offered in the response;
- 384 The prospective vendor understands and agrees that MiCTA's determination is
385 final and waives any rights to protest or appeal MiCTA's determinations.

386 **3.10 Executive Summary Requirements**

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

397 **3.11 Identification Of Prime Contractor On Joint Proposal Submissions**

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

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

408 **3.12 Vendor Profile**

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

412 **3.13 Customer References**

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

416 **3.14 Most Favorable Pricing, and State or Regional Offer Variations**

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

423 **3.15 Incorporated References**

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

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

430 **3.16 Late Proposals**

431 Prospective vendors must submit their proposals no later than **4:30 PM, Wednesday,**
432 **August 1, 2018**. Late proposals will not be considered. The Evaluation Committee is
433 under no obligation to permit corrections, additions, or modifications to a proposal once
434 the submission deadline has passed. Timely delivery of the prospective vendor's proposal
435 is the sole responsibility of the offeror.

436 **3.17 Cost Of Response**

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

439 **4 Evaluation of Proposals**

440 A committee of technical and administrative professionals who are subject matter experts
441 will evaluate all complete, responsive proposals August 6–10, 2018. MiCTA will evaluate
442 each proposal without regard to the potential vendor's market share; the number of
443 different products and services in the potential vendor's proposal; and the potential

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

446 The committee will:

- 447 • Award evaluation points for all proposals based on their adherence to technical,
448 administrative and managerial requirements;
- 449 • Ask for clarifications, demonstrations or presentations to inform the committee's
450 decision-making;
- 451 • Evaluate the financial stability of prospective vendors and their subcontractors;
- 452 • Evaluate vendor performance via customer referrals and Member experiences;
- 453 • Make acceptance recommendations in whole or in part based upon the proposal's
454 ability to meet any or all of the RFP's requirements;
- 455 • Make rejection recommendations in whole or in part based upon failure to meet
456 any or all proposal requirements, or the presentation of what in the committee's
457 sole judgment represents an unacceptable risk to MiCTA or its membership.

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

462 **4.1 Product Demonstration**

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

466 **4.2 Evaluation Criteria**

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

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

475 **40% - Cost Proposal**

476 **30%- Response to the Technical Requirements**

477 **20% - Ability to work within the terms of the Master Service Agreement**

478 **10% - Administrative Requirements, Vendor Profile, Customer References**

479

480 **PLEASE NOTE:**

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

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

487 At the end of the evaluation period, the Evaluation Committee will draft recommendations
488 to the MiCTA Board of Directors. The recommendations will identify those proposals that
489 contain the best overall combination of price and service, and will advise the MiCTA
490 Board of Directors to invite the successful potential vendors to enter into a MSA. This
491 advice will be considered and acted upon at the August MiCTA Board of Directors
492 meeting.

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

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

500 **4.3 Length of Offer**

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

504 5 Master Service Agreement

505 5.1 The MiCTA Master Service Agreement

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

511 By submitting an offer, a potential vendor acknowledges that the potential vendor has read
512 the attached sample Master Service Agreement. The potential vendor agrees to execute a
513 Master Service Agreement with MiCTA in substantially the standard form attached to this
514 RFP.

515 5.1.1 Objections And Concerns Regarding Provisions In The Master Service 516 Agreement

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

522 5.1.2 Purchases By MiCTA Members

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

530 MiCTA and its membership inherently prefer products and services that promote
531 interoperability through the use of recognized telecommunications, networking and/or
532 industry standards. MiCTA and its membership also prefer products and services that are
533 easily maintainable, expandable and upgradeable.

534 5.1.3 Allowable Use of The MiCTA Relationship

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

539
540 With MiCTA's agreement, new products and services that are developed or made available
541 following the execution of a MSA may be added or appended to the MSA during the

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

546 **5.2 Acceptance of Offers**

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

551 **5.3 Close of Process**

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

556 **6 Member Participation Agreements**

557 Under the MiCTA MSA, MiCTA members will negotiate a participation agreement with
558 the successful vendor. The Member Participation Agreements are separate agreements
559 between successful vendors and MiCTA members. A MiCTA Vendor may choose to
560 award reduced Individual Case Basis (ICB) pricing to MiCTA members that deviates from
561 the benchmark pricing established in the MiCTA/Vendor MSA based on a member's
562 agreement to an extended length of commitment, scope of the products and/or services
563 requested, or ensuing vendor competition. MiCTA accepts ICB pricing under these
564 conditions. Except as described above and in the Sample Member Participation
565 Agreement in Attachment C on Page 53 of this document, MiCTA is not a party to the
566 Member Participation Agreements among its members and its endorsed or approved
567 vendors.

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

573 **7 Statement of Work**

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

579
580 The purpose of the RFP is to determine the availability and cost of solutions that will
581 provide our membership options for an advanced Next Generation 9-1-1 (NG 9-1-1).
582 This would include but not be limited to: voice, text, email and social media
583 notifications of life and safety notifications by public safety and administrative areas of
584 the member institution. Certain MiCTA members want or need Next Generation 9-1-1
585 (NG 9-1-1) that are acceptable for use in a campus-wide or municipal setting. Some
586 members have sufficient resources to host and administer their own NG 9-1-1 systems,
587 while others will prefer a completely hosted NG 9-1-1 solution.

588 **8 Vendor Overview**

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

594 **8.1 Executive Summary**

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

- 597
598 1. A brief introduction to the company, including the company's history and
599 experience with providing Telecommunications solutions.
600 2. A brief discussion of the offeror's anticipated future growth.
601 3. A description of the offeror's corporate structure.
602 4. A description of the respondent's major product lines.
603 5. A brief description of the proposed solution.
604 6. A discussion regarding the benefits and features of the potential vendor's
605 offer(s).

606
607 **Response:**
608

609 **8.2 Program Marketing and Sales**

610 Each successful vendor will work closely with MiCTA to develop a detailed marketing
611 and sales plan to promote the MiCTA NG 9-1-1 offering. Successful vendors will bear

612 the cost of developing and implementing their marketing plans. Minimally, marketing
613 and sales plans should include:

- 614
- 615 • An announcement of the successful vendor's affiliation with MiCTA.
- 616 • Collaboration with MiCTA on marketing and selling the vendor's program to
- 617 MiCTA members and membership-eligible organizations.
- 618 • Assignment of a lead account representative to coordinate and administer the
- 619 MiCTA sales program.
- 620 • Provision of marketing and sales materials to promote the MiCTA program
- 621 throughout the MSA term.
- 622 • Promotion of the MiCTA program at trade shows, seminars and other similar
- 623 events.
- 624

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

- 627
- 628 1. A description of the offeror's organization's ability to develop and
- 629 implement a marketing plan for MiCTA members.
- 630 2. The ability/willingness of the offeror to assign a lead account
- 631 representative to coordinate and administer the MiCTA program.
- 632 3. The offeror's ability to provide marketing materials to promote the
- 633 MiCTA program.
- 634 4. The offeror's ability to promote the MiCTA program at trade shows,
- 635 seminars and other industry-relevant events.
- 636 5. An estimated timeline for developing and implementing a marketing
- 637 plan, based on the assumption that a MiCTA MSA will be finalized no
- 638 later than November 16, 2018. The timeline should indicate all major
- 639 activities and designate responsible parties.

640 **8.3 Program Access**

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

- 643
- 644 ▪ The MiCTA icon on the prospective vendor's home page.
- 645 ▪ A distinct MiCTA program Web page within the prospective vendor's Web site.
- 646 ▪ A link to the MiCTA Web site from the Vendor's Web site.
- 647 ▪ Primary and secondary contact information for members' use.
- 648 ▪ Up-to-date program pricing for the duration of the MSA, available online at
- 649 MiCTA's secure, members-only Web site.
- 650 ▪ Updated program information available immediately on the MiCTA Web site.
- 651 ▪ Members-only online ordering access through the prospective vendor's e-
- 652 commerce site, if available.
- 653

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

- 656 1. An indication of whether each of the seven (7) requested items is
657 readily/currently available from the offeror.
658 2. An indication of when each function will be available (if it is not
659 readily/currently available).
660

661 **Response:**

662 **8.4 Sales Process**

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

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

676 **Response:**

678 **8.5 Promotion of the MiCTA Program To MiCTA Members and Membership-**
679 **Eligible Entities**

680 Vendor promotion of MiCTA programs to existing MiCTA members and membership-
681 eligible organizations is critical to overall program success. To that extent, please
682 describe the promotional support of this program the vendor can provide. A highly
683 responsive answer will include the following:
684

- 685 1. A description of the program support the offeror can provide for existing MiCTA
686 members and membership-eligible organizations.
687
688 2. An indication of whether the vendor will require its sales staff to offer services
689 under the MiCTA program to MiCTA members.
690
691 3. An indication of the vendor commitment to providing training and periodic
692 review on the MiCTA program for its entire sales staff.
693
694 4. A description of how the potential vendor will apply the MiCTA program to
695 current customers who are also MiCTA members.
696

- 697 5. A description of how the potential vendor will promote the MiCTA program to
698 current customers who are eligible for MiCTA membership but are not currently
699 MiCTA members.
700
- 701 6. An affirmative statement that the vendor will not offer MiCTA contract pricing
702 to non-MiCTA members.
703

704 **Response:**

705 **8.6 Competing Programs**

706 Vendors sometimes offer programs that compete with MiCTA or that offer similar
707 discounts. Please describe any programs the vendor currently offers that may compete
708 with the MiCTA program.
709

710 A highly responsive answer will include:

- 711
- 712 1. A description of one or more programs that may be currently available to a
713 MiCTA member or membership-eligible organization.
 - 714 2. A description of the vendor's policy regarding the presentation of competing
715 program information to MiCTA members or membership-eligible organizations.
716

717 **Response:**

718 **8.7 Reporting of Sales**

719 Under the terms of this contract, MiCTA will provide an online reporting structure that
720 will enable successful vendors to report sales agreements to MiCTA. Potential vendors
721 are required to report updated sales figures every 30 days. Please describe the vendor's
722 commitment to filing timely sales report information.
723

724 A highly responsive answer will include:

- 725 1. A commitment to report sales information at least once every calendar month for
726 the duration of the MSA.
- 727 2. The name of the person (or role) responsible for providing sales data.
- 728 3. The reporter's contact information.
- 729 4. A copy of the signed participation agreement with the MiCTA member.
730

731 **Response:**

732 **8.8 Return Policy For Equipment And/Or Software**

733 Occasionally, a member may want to return equipment or software purchased from a
734 MiCTA vendor.
735

736 **Please describe your hardware and/or software return policies. A highly**
737 **responsive answer will include:**
738

- 739 1. A complete description of the vendor's return policy for hardware.
740 2. A complete description of the vendor's return policy for software.
741 3. An indication of whether RMA numbers are required for all returns.
742 4. An indication of any fees that are assessed when a RMA number is issued. If
743 fees apply, please also indicate the fee.
744 5. Identify the responsible party for freight charges paid for returns.
745 6. Identify any insurance requirements for returned items.
746 7. Will the vendor offer an unconditional 30-day return policy for MiCTA
747 members?

748 **Response:**

749 **8.9 Legal Proceedings**

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

754
755 **Response:**

756 **8.10 Geographic Coverage Area And Staffing Levels**

757 MiCTA has members nationwide.

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

760
761 A highly responsive answer will include all of the following:

- 762 1. Geographic coverage area and areas of planned expansion.
763 2. All limitations to geographic service area.
764 3. Total number of sales staff.
765 4. Number of technical support staff.
766 5. Indication of whether the vendor will assign one or more permanent sales
767 representatives to service MiCTA members and membership-eligible
768 organizations.
769 6. Indication of whether the vendor will assign one or more permanent technical
770 support representatives to service MiCTA members and membership-eligible
771 organizations.

772 **Response:**
773

774 **8.11 Installation and Setup Services**

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

778
779 A highly responsive answer will include:

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

- 781 2. A description of geographic limitations on the vendor's installation and setup
782 services.
783 3. An indication of whether the vendor performs its own installations and setup or
784 contracts installations to a third-party.
785 4. The average number of years of experience the vendor's installers have.
786 5. The average length of time between the entry of a customer's order and
787 installation.
788 6. Whether the customer can perform its own installation(s) and/or setup.
789 7. An indication of whether the solution warranty is voided if the customer
790 performs its own installations and/or setup.
791 8. A description of escalation procedures the vendor uses to resolve issues that arise
792 during the installation and setup process.
793

794 **Response:**

795 **8.12 Needs Assessment**

796 Some MiCTA members may want or need the vendor to conduct a needs assessment
797 prior to placing an order for goods or services. **Please describe your organization's**
798 **process for conducting a needs assessment for a new order for products or services.**
799

800 A highly responsive answer will include:

- 801 1. A description of the vendor's process for conducting a needs assessment for a
802 customer.
803 2. A description of how the vendor addresses third-party and legacy equipment that
804 may be in use at the member site.
805 3. An indication of whether the needs assessment includes a review of the member's
806 physical plant/existing infrastructure to identify any additional
807 physical/infrastructure support required for the vendor's proposed solution.
808 4. How the vendor communicates the results of the needs assessment to the
809 member.
810 5. Whether the needs assessment is billable.
811 6. If the needs assessment is billable, is the charge waived if the member purchases
812 equipment or services from the vendor.
813

814 **Response:**

815 **8.13 Conversion and Migration**

816 Describe your approach to assisting a member in converting from existing equipment or
817 providers to your organization's solution.
818

819 A highly responsive answer will:

- 820
821 1. Provide a description of the vendor's approach to incorporating third-party or
822 legacy equipment owned or used by the member into your organization's
823 solutions.

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

828 **Response:**
829

830 **8.14 Product or Service Interoperability and Vendor Testing**

831 **Discuss, if applicable, the interoperability of the vendor's products and services. A**
832 **highly responsive answer will:**
833

- 834 1. Indicate whether the vendor certifies the interoperability of all elements of the
835 proposed solution(s).
836 2. Identify and describe any testing the vendor will conduct to verify
837 interoperability of the vendor's solution with any solutions the member may
838 already have in place.
839 3. Describe the vendor's system testing process.
840 4. Indicate how acceptable performance is verified prior to turning over the system,
841 service and/or equipment to the member.
842 5. Indicate how the member will be involved in the vendor's system testing and
843 evaluation processes.
844 6. Indicate whether the vendor provides written documentation of acceptable
845 testing results to the member.

846 **Response:**

847 **8.15 Member Acceptance Testing**

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

851 **Discuss member acceptance testing. A highly responsive answer will:**
852

- 853 1. Indicate how the vendor will address issues of non-performance that arise during
854 the member acceptance testing period.
855 2. Identify the recourse members have if disagreements regarding the acceptable
856 performance of the system, service or equipment cannot be addressed to the
857 member's satisfaction.
858

859 **3. Response:**
860

861 **8.16 Uptime and Service Level Agreements (SLA)**

862 **Discuss any service level agreements (SLA) that may be applicable to the solutions**
863 **and/or technical support services the vendor offers.**
864

865 A highly responsive answer will:

- 866 1. Indicate the vendor's standard uptime guarantees for each product or service
867 included in your offer.
868 2. Provide the vendor's actual uptime or response time for the products and services
869 included in the vendor's offer.
870 3. Indicate the recourse available to members for recurring or excessive downtime.
871 4. Identify performance benchmarks that would indicate performance failure.
872

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

876 **Response:**
877

878 **8.17 Help Desk/Trouble Reporting**

879 Discuss any technical support services that are provided by the vendor.
880

881 A highly responsive answer will:

- 882 1. Describe the help desk or technical support services the vendor provides for the
883 products and services included in the offer.
884 2. Indicate the ways in which a member may request assistance or report trouble.
885 3. Indicate the hours for which service and support are available.
886 4. Indicate the physical location of all call centers into which a member's call may
887 be directed.
888 5. Describe your organization's standard response to trouble reports. (Include
889 standard response times for email, Web and telephone inquiries. Indicate average
890 time to resolution.)
891 6. Describe your trouble-reporting and tracking system.
892 7. Describe how progress is communicated to the MiCTA member.
893 8. Describe your escalation procedures. Indicate the points at which a trouble ticket
894 is automatically escalated.
895 9. Describe your organization's escalated response.

896 **Response:**

897 **8.18 Training, Consulting and Professional Services**

898 Discuss any training, consulting and professional services the vendor offers.
899

900 A highly responsive answer will:

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

906 **Response:**
907

908 **9 NG9-1-1 Equipment and Services**

909 This section is designed to help vendors describe the NG9-1-1 capabilities of proposed
910 NG9-1-1 systems that would be deployed at PSAP locations. The tables in this section
911 are based upon the current NENA NG9-1-1 i3 specifications for NG9-1-1 PSAP and
912 ESInet functional elements.

913
914 Vendors are not required to respond to this section, however vendors that choose to
915 respond to this section must provide a response for each question. The Evaluation
916 Committee will compare and evaluate each vendor response according to the criteria that
917 define a highly responsive answer. For this section, a highly responsive answer includes
918 an indication of standards compliance for each item requested.

919
920 Vendors whose technical proposals include a significant number of partially responsive
921 or non-responsive answers risk elimination.

922 **9.1 NG9-1-1 Functional Areas**

923 Describe your company's proposed solutions in each of the following functional areas:

- 924
- 925 • ESInet Functional Elements
 - 926 ○ Border Control Function (BCF) these are the devices that manage
927 security control at both the ingress and egress points of the network. The
928 BCF must be compliant with the requirements within NENA i3 Section
929 5.1. The BCF is typically a combination of;
 - 930 ▪ Session Border Controller (SBC) to manage all real time SIP
931 sessions/media and a firewall for all other traffic. The BCFs and
932 firewalls can either be virtualized or appliance based. The
933 respondent is to specify the cost, number of simultaneous sessions
934 and hardware (appliance or virtualized).
 - 935 • Small site 2 or more call takers.
 - 936 • Medium site 2 to 12 call takers.
 - 937 • Large site, state or regional network.
 - 938 ○ Emergency Services Routing Proxy (ESRP) – is a policy based routing
939 function that forwards and emergency NG 9-1-1 call to the next hop. The
940 ESRP must be compliant with NENA i3 Section 5.2. The ESRP must be
941 able to support the originating ESRP, the intermediate ESRP and the
terminating ESRP function.

- 942 ○ Emergency Communications Routing Function (ECRF) Location
943 Validation Function (LVF) – are the functional elements that provide
944 routing information (location based) and location validation information
945 to the network. The ECRF/LVF must be compliant with the requirements
946 within NENA i3 Section 5.3
- 947 ○ Spatial Interface (SI)- a device or system that provides the interface
948 between GIS systems and the ECRF/LVF. The SI must be compliant
949 with the requirements within NENA i3 Section 5.4
- 950 ○ Legacy Network Gateways (LNG), Legacy Selective Router Gateway
951 (LSRG) – are network devices that support legacy network connection to
952 NG call centers and legacy call center. These devices must be compliant
953 with requirements within NENA i3 Sections 5.5 and Section 7.
- 954 ○ Public Safety Answering Point (PSAP) call taker equipment – are devices
955 that allow NG9-1-1 call takers to answer NG9-1-1 calls. These devices
956 must be compliant with requirements within NENA i3 Section 5.7
- 957 ○ Location Information Server (LIS) – this device provides an emergency
958 callers location conveyed to the network or device via the HTTP
959 Extensible Location Determination (HELD) protocol. These devices
960 must be compliant with requirements within NENA i3 Section 5.10.
- 961 ○ Additional Data Repository (ADR) – is a repository that provides a
962 reference (URL) to additional data such as health data. These devices
963 must be compliant with requirements within NENA i3 Section 5.11
- 964 ○ Logging Service – is a device that manages logging information for all
965 devices in the NG 9-1-1 network. These devices must be compliant with
966 requirements within NENA i3 Section 5.13.
- 967 ○ Security Services – these are devices and services that support security of
968 NG 9-1-1 elements. These devices must be compliant with requirements
969 within NENA i3 Section 6.
- 970
- 971 ● Interconnection and Security
 - 972 ● NG9-1-1 Transition Planning and Implementation
 - 973 ● PSAP Operations
 - 974 ● Training

975 **Response:**

976 **9.2 Solution Description(s)**

977 Provide a complete description of the proposed NG9-1-1 solution the vendor will offer
978 to MiCTA members. If the vendor offers more than one NG9-1-1 solution, the vendor
979 must provide a complete description of all proposed solutions.

980
981 A highly responsive answer will:

- 982
- 983 1. Identify the proposed solution as a hardware, software, or third-party service
984 solution.
 - 985 2. For hardware or hardware-software hybrid solutions, identify the manufacturer
986 and model number(s) of the proposed solution(s).
 - 987 3. Identify the minimum and recommended telecommunications and/or IP access
988 required to support the proposed solution.
 - 989 4. Describe the features and benefits of the propose solution.
 - 990 5. Describe the known limitations of the proposed solution, including a description
991 of existing implementations the solution will not interoperate with.
 - 992 6. For hardware, software and hardware-software hybrid solutions, provide the
993 manufacturer's operational specifications for the proposed solution.
 - 994 7. Identify any state in which the proposed solution does not meet existing legislative
995 requirements for the reception of NG9-1-1 information, or in which the solution is
996 not available.
 - 997 8. Discuss primary solution failure and the built-in or available backup options, if
998 any, the solution offers.
 - 999 9. Describe your proposed solution as it relates to wireless and legacy wireless
1000 solutions.

1001
1002 **Response:**

1003
1004 **9.3 Solution Compliance**

1005 Please indicate your company solution compliance with current NENA standards in the
1006 following categories (example: NENA standard data format for 911 data exchange and
1007 GIS mapping):

- 1008
- 1009 • Data and network standards
 - 1010 • Policy routing standards
 - 1011 • Security standards
 - 1012 • NG9-1-1 architecture standards
 - 1013 • PSAP Operations, training, and public education standards

1014

1015 **Response:**

1016

1017

1018 **10 NG9-1-1 Project Management**

1019 This section is designed to help vendors describe the project management for
1020 implementing systems that would be deployed at PSAP locations.

1021
1022 Project management is a necessary component of NG911 implementations ensuring:
1023 • the coordination of work between vendors and entities in order to minimize or
1024 eliminate disruptions to the PSAP or prevent degradation of service
1025 • the coordination for the installation and / or teardown of equipment
1026 • the coordination for testing between subsystem vendors
1027 • the coordination for product delivery to the PSAP.

1028
1029 Vendors are not required to respond to this section, however vendors that choose to
1030 respond to this section must provide a response for each question. The Evaluation
1031 Committee will compare and evaluate each vendor response according to the criteria that
1032 define a highly responsive answer. For this section, a highly responsive answer includes
1033 an indication of standards compliance for each item requested.

1034
1035 Vendors whose technical proposals include a significant number of partially responsive
1036 or non-responsive answers risk elimination.

1037 **10.1 NG9-1-1 Project Management**

1038 Describe your company's project management services.
1039 A highly responsive answer will include:

- 1040
- 1041 1. Development and management of the Project Plan
 - 1042 2. Development and management of the overall project timeline
 - 1043 3. Coordination with various department leads, vendors, and other entities that are
1044 integral to the successful completion of the project
 - 1045 4. Provide a central point of contact for negotiation of schedule changes to maximize
1046 available resources
 - 1047 5. Provide status reports
 - 1048 6. Provide / facilitate meetings to discuss project status (incl. risks and changes).

1049
1050 **Response:**
1051

1052 **10.2 NG9-1-1 Post-Installation Support**

1053 This section is designed to help vendors describe the post-installation support for NG9-
1054 1-1 systems that would be deployed at PSAP locations (incl. hardware / software).

1055
1056 Post-installation support is a necessary NG911 implementations ensuring:

- 1057
- 1058 • System training
 - 1059 • Maintenance and system(s) support is fully defined
 - 1060 • Identification of what the support team(s) actually do
 - 1061 • Identification of the trouble-shooting process(es).

1062 **Response:**

1063

1064 **10.3 NG9-1-1 Post-Installation Support**

1065 Describe your company's post-installation support.

1066 A highly responsive answer will include:

1067

- 1068
- 1069 1. Training
 - 1070 2. Major Upgrades
 - 1071 3. Problem-solving
 - 1072 4. Security administration
 - 1073 5. Workflow administration
 - 1074 6. Archiving
 - 1075 7. Vendor points of contact (24 X 7).

1076 **Response:**

1077 **11 NG9-1-1 Assessments and Related Services**

1078 This section is designed to help vendors describe any assessments, studies or audit
1079 services for NG9-1-1 systems or capabilities that would be planned for implementation
1080 at PSAP locations (incl. feasibility studies, assessments, funding / surcharge audits).

1081

1082 Assessments, audits and / or feasibility studies are common work products completed
1083 prior to NG911 implementations ensuring the following requirements are identified or
1084 are in place:

- 1085 • Functional (incl. call flow / work flow; call access, routing and termination)
- 1086 • Operational (incl. governance, staffing, training)
- 1087 • Technical (incl. meeting industry standards, network management, security,
1088 redundancy, capabilities).

1089 **Response:**

1090 **11.1 NG9-1-1 Assessments and Related Services**

1091 Describe your company's provisioning for NG9-1-1 (PSAP) Assessments and related
1092 services.

1093 A highly responsive answer will include:

1094

- 1095 1. Operational Assessments
- 1096 2. Technology Assessments
- 1097 3. Workload Studies
- 1098 4. Staffing Studies
- 1099 5. NG9-1-1 Feasibility Studies
- 1100 6. Funding Audits.

1101

1102 **Response:**

1103

1104

1105

1106 **12 Cost Proposal**

1107 Respondents must provide an explanation of all costs associated with each service
1108 included in their offers. Please create an Excel spreadsheet that shows all of the following
1109 costs associated with the proposed solution(s).

1110
1111 In all cases, all billable costs must be clearly identified. MiCTA members will not pay any
1112 costs that are not clearly identified in your response and you will not be permitted to add
1113 costs or fees to your offer if it is accepted. MiCTA does provide a process for you to add
1114 new products to a Master Service Agreement, and remove products that are no longer
1115 available for sale. Minimally, the Excel worksheet should show all of the following:

1116 **12.1 Equipment:**

1117 Item name
1118 Item number/model number (if applicable)
1119 List price
1120 Proposed MiCTA member discount, expressed as a percentage of the list cost
1121 MiCTA member price
1122

1123 **12.2 Fees:**

1124 Fees can include installation, shipping, late payment fees, restocking fees, account setup
1125 fees, RMA fees, etc.
1126 Name of Fee
1127 Standard Fee Amount
1128 Proposed MiCTA discount
1129 MiCTA member cost

1130 **12.3 Services:**

1131 Services can include consultation, design, engineering, training, maintenance
1132 contracts/SLA costs, software licensing, ongoing service costs, etc.

1133
1134 Name of the service
1135 Standard service cost
1136 Proposed MiCTA Discount
1137 MiCTA member cost
1138 Indicate how the service costs are applied. (Hourly, monthly, annually, one-time, etc.)
1139

1140 Indicate **any and all other costs** that a member will/may be asked to pay to acquire the
1141 vendor's products and/or services. Vendors will not be given the opportunity to add costs
1142 and fees at a later date that are not disclosed in the cost proposal.
1143

1144 **13 Vendor Profile**

1145 The Vendor Profile will describe the vendor, subsidiary or division that will provide NG
1146 9-1-1 services and/or equipment solicited as part of this RFP. Please provide complete,
1147 concise responses for all sections of the profile. Include additional information that
1148 highlights the vendor's competitive advantages and expertise. Vendors should provide a
1149 brief rationale for non-responses. The Evaluation Committee reserves the right to verify
1150 profile information through a Clarification Request or other means as necessary.

1151 **13.1 Company Profile:**

1152 Company: _____ Year Founded: _____
1153 Operates as: Privately-Held Partnership Corporation / Incorporated in State of: _____
1154 Street Address: _____ Mail Stop/PO Box: _____
1155 City: _____ State: _____ Zip: _____
1156 URL: _____
1157 Any prior MiCTA Programs? _____
1158 If so, which ones and when? _____
1159 Finance Sources . _____
1160 Company Dun & Bradstreet Number: _____ Year Joined: _____
1161 Total number of employees as of December 31, 2017: _____ Full-Time _____ Part-Time
1162 Percent of employees dedicated to proposal response areas: _____% - FT _____% - PT
1163 Total number of customers as of December 31, 2017 _____
1164 % growth over previous year: _____%
1165 Company has been in the proposal response area(s) providing products, services, equipment, support and
1166 training for a minimum of five (5) years: Yes No
1167 If no, specify the number of years Company has been offering products and services in the proposal
1168 response area(s): _____

1169
1170 Parent Company: _____ Year Founded: _____
1171 Total number of employees as of December 31, 2017: _____ Full-Time _____ Part-Time
1172 Headquarters Located In - City: _____ State:
1173 _____

1174 Identify All Subsidiaries (Insert lines for additional listings):

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

1181

1182 **13.2 Business Background:**

1183 Market Share: Identify what percentage of Vendor’s current overall business is from the following non-
 1184 profit market segments:

1185 Education – including K-12 / Higher Education: _____%

1186 Libraries _____%

1187 Government Agencies – Local/State/Federal: _____%

1188 Religious Organizations: _____%

1189 Healthcare Facilities: _____%

1190 Charitable Organizations: _____%

1191 Public Sector Non-Profits: _____%

1192 Vendor Affiliations: Identify any current strategic partnerships or alliances with other technology and/or
 1193 educational consortia that may benefit the Members and any resulting RFP agreements, date joined, and
 1194 whether the relationship is current or expired:

1195 Partner / Affiliation Name	Membership Date	Current/Expired
1196 _____		
1197 _____		
1198 _____		

1199 **13.3 Revenue As Percent of Sales:**

1200 Vendors are required to identify their annual gross revenue and net profit as a percent of sales for the
 1201 following:

1202	Annual Gross Sales	Net Profit	% of Sales
1203 FY 2017:	\$ _____	\$ _____	_____%
1204 FY 2016:	\$ _____	\$ _____	_____%
1205 FY 2015:	\$ _____	\$ _____	_____%

1206 **13.4 Company Minority Status:**

1207 Is the company: ___ Minority Owned ___ Woman Owned ___ HubZone Other _____

1208 Company is registered with a state or federal Minority Council: ___ Yes ___ No

1209 If certification is currently active, provide the following:

1210 Issuing Agency(s)	Certification Number	Date Issued	Date Expires
1211 _____	_____	___/___/___	___/___/___
1212 _____	_____	___/___/___	___/___/___
1213 _____	_____	___/___/___	___/___/___
1214 _____	_____	___/___/___	___/___/___

1215
 1216 Company has an Affirmative Action Plan currently in place: ___ Yes ___ No

1217 If yes, is the plan certified by a state or federal department / division of civil rights? ___ Yes ___ No

1218

1219 **13.5 Vendor's Assigned Personnel:**

1220 If the vendor submits a successful proposal, the vendor will need to identify the MiCTA Account
1221 Representative during the Master Service Agreement negotiations. If that person is not yet hired, the
1222 vendor must provide a timeline for hiring a qualified account representative. In addition, the Vendor
1223 certifies that all staff members assigned the MiCTA account will be:

1224
1225 Proficient in English – both spoken and written: Yes No

1226
1227 A United States citizen: Yes No

1228 If no, Vendor will require staff member(s) to maintain compliance with Immigration and Naturalization
1229 Service (INS) regulations for employment eligibility: Yes No

1230 Vendor will guarantee any assigned staff member, who is a non-U.S. citizen, will retain current INS
1231 eligibility throughout their assignment with the MiCTA program: Yes No

1232 **13.6 Signatures**

1233 I guarantee the truth and accuracy of all statements made and all information provided here. By
1234 completing and signing this proposal, I affirm that I have the legal authority to bind the company to all
1235 requirements, terms, and conditions of this RFP. I also authorize the pricing provided in this proposal for
1236 all products and services offered to MiCTA and its membership.

1237
1238 Company Name: _____

1239
1240 Officer's Name: _____ Title: _____

1241
1242 Telephone: (_____) _____ Fax: (_____) _____

1243
1244 E-Mail Address: _____ URL: _____

1245
1246 Signature: _____ Date: _____

1247

1248 **14 Vendor References**

1249 **14.1 Vendor's Financial References**

1250 All vendors, including those classified as public or private entities, are required to
1251 provide, as part of the submitted proposal response, appropriate copies of all financial
1252 requirements listed below, banking references, and auditing firm information.

1253
1254 Additionally, vendors are required to provide the financial records listed below for its
1255 subcontractor(s) who will provide products and/or services and invoice Members
1256 directly. Vendors, assuming financial responsibility for its subcontractors, must attach
1257 an authorizing letter stating the Vendor accepts all financial responsibility and liability
1258 for the subcontractors listed. Subcontractors referenced in the Vendor's letter are not
1259 required to submit financial records.

1260
1261 Please provide:

- 1262 • Last three (3) fiscal years audited financial reports, which must include Income
1263 Statements and Balance Sheets, with certification by an independent auditor.
1264 Vendor should be prepared to provide 5 years' worth of financial reports at the
1265 request of MiCTA. Alternately, the Vendor may provide copies of the Vendor's
1266 published Annual Report for 2015, 2016, and 2017. Vendor's Form 10K is not
1267 an acceptable substitute for the requested financial reports.
1268
- 1269 • All quarterly reports since the publication of the last audited financial statements
1270 or Annual Report if most recent fiscal year is currently incomplete.
1271
- 1272 • Security and Exchange Administrative fee Certification Reports – verification
1273 that Vendor has filed SEC Certification Reports for fiscal years 2015, 2016, and
1274 2017, which acknowledges in all material respects Vendor's financial affairs
1275 have been accurately reported to the SEC.
1276
- 1277 • Current Dun & Bradstreet or Credit Bureau report, which must be the original
1278 report issued by the reporting company – copies are not acceptable.
1279
- 1280 • Major Supplier Credit Level – submit a copy of authorizing letter(s) from either
1281 Vendor's suppliers or bank documenting Vendor's credit level with its major
1282 suppliers.
1283
- 1284 • Federal Bankruptcy Proceedings – submit a description of any bankruptcy
1285 proceedings, including filing date, chapter type, and disposition, as filed by the
1286 Vendor or their subsidiaries, suppliers/subcontractors, or manufacturers from
1287 whom products and/or services will be provided to Members.
1288

- 1289 • Mergers, Buyout or Acquisitions – identify, to the best of your knowledge,
 1290 whether the company or vendor’s subcontractors are currently under
 1291 consideration for either mergers, buyouts or acquisitions that would directly
 1292 impact any agreement with MiCTA, and describe vendor’s procedure to address
 1293 a Master Agreement under these circumstances.
 1294

1295 **14.2 Vendor’s Banking References:**

1296 Vendors are required to provide a list of their banking references. MICTA and the
 1297 Evaluation Committee reserve the right to contact all references during the reference
 1298 verification process. The resulting verification scores will become part of the final
 1299 evaluation criteria process. If a signed release is required to contact the banking
 1300 references, Vendor is required to attach a copy of the signed release document as part of
 1301 the RFP response.

1302
 1303 Bank Name 1: _____
 1304 Contact Name: _____ Title: _____
 1305 Telephone: (____) _____ x _____ Fax: (____) _____
 1306 E-Mail Address: _____ URL: _____
 1307 Bank Address: _____ PO Box: _____
 1308 City: _____ State: _____ Zip: _____
 1309 Services: _____ Checking Account _____ Savings Account _____ Line of Credit
 1310 Loans: _____ Secured and/or _____ Unsecured _____ Property Mortgage
 1311

1312
 1313 Bank Name 2: _____
 1314 Contact Name: _____ Title: _____
 1315 Telephone: (____) _____ x _____ Fax: (____) _____
 1316 E-Mail Address: _____ URL: _____
 1317 Bank Address: _____ PO Box: _____
 1318 City: _____ State: _____ Zip: _____
 1319 Services: _____ Checking Account _____ Savings Account _____ Line of Credit
 1320 Loans: _____ Secured and/or _____ Unsecured _____ Property Mortgage
 1321

1322
 1323 Bank Name 3: _____
 1324 Contact Name: _____ Title: _____
 1325 Telephone: (____) _____ x _____ Fax: (____) _____
 1326 E-Mail Address: _____ URL: _____
 1327 Bank Address: _____ PO Box: _____
 1328 City: _____ State: _____ Zip: _____
 1329 Services: _____ Checking Account _____ Savings Account _____ Line of Credit
 Loans: _____ Secured and/or _____ Unsecured _____ Property Mortgage

1330 **14.3 Vendor's Auditors:**

1331 Vendors are required to submit the name(s) of their current and prior auditing firm(s),
1332 and contact information. MICTA and the Evaluation Committee reserve the right to
1333 contact Vendors' auditing firm during the financial evaluation as circumstances dictate.
1334 The resulting verification scores will become part of the final evaluation criteria process.
1335 If a signed release is required to contact the auditing firm(s), Vendor must attach a copy
1336 of the signed release document as part of the RFP response.

1337
1338 Current Auditing Firm: _____
1339 Number of years firm has conducted Vendor's audits: ____ Years Expires (MM/YY): ____/____
1340 Address: _____ PO Box: _____
1341 City: _____ State: _____ Zip: _____
1342 Contact Name: _____ Title: _____
1343 Telephone: (____) _____ x _____ Fax: (____) _____
1344 E-Mail Address: _____ URL: _____
1345

1346 Previous Auditing Firm: _____
1347 Number of years firm has conducted Vendor's audits: ____ Years Expired (MM/YY): ____/____
1348 Address: _____ PO Box: _____
1349 City: _____ State: _____ Zip: _____
1350 Contact Name: _____ Title: _____
1351 Telephone: (____) _____ x _____ Fax: (____) _____
1352 E-Mail Address: _____ URL: _____
1353

1354 Reason for not retaining: _____
1355

1356 Previous Auditing Firm: _____
1357 Number of years firm has conducted Vendor's audits: ____ Years Expired (MM/YY): ____/____
1358 Address: _____ PO Box: _____
1359 City: _____ State: _____ Zip: _____
1360 Contact Name: _____ Title: _____
1361 Telephone: (____) _____ x _____ Fax: (____) _____
1362 E-Mail Address: _____ URL: _____
1363

1364 Reason for not retaining: _____
1365

1366 **14.4 Customer References**

1367 Vendors are required to submit a list of their customer references by completing the
1368 following attachment. The Evaluation Committee will be the ultimate judge of the
1369 acceptability of all references and may request the vendor to provide additional
1370 references. Vendor may submit a reference listing generated from their system as long
1371 as it includes all the information requested below and is in an easily readable format.

1372
1373 Customer references must include a minimum of 3 current customers with purchase
1374 agreements awarded and initiated within the last 12-months. Additionally, 3 customer
1375 references are required with completed projects and/or purchases completed within the
1376 last 24- months. References should be customers with a program developed similar in
1377 nature, size, and scope to that which a MiCTA member may request based on their
1378 market share.
1379

1380 The Evaluation Committee reserves the right to contact any or all of the references
1381 listed. If a signed release is required prior to the committee contacting references,
1382 Vendor is required to attach a copy of their completed and signed release document as
1383 part of the RFP response. Potential references refusing to agree to speak with an
1384 Evaluation Committee representative should not be included, and alternate reference
1385 sources should be provided.

1386 **14.5 Current Customer References:**

1387 Reflects projects and/or purchases awarded and begun within the last 12-months:

1388
1389 **Customer Name 1:**

1390 _____
1391 City: _____ State: _____ Zip: _____
1392 Products or Services Provided _____
1393 Contract Start Date: _____ Completion Date: _____
1394 Project Estimated Dollar Value: \$ _____
1395 Project Came In On Budget: ___Yes ___No
1396 Successful Contract Completion: ___Yes ___No
1397 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1398
1399 Customer Coordinator: _____ Title: _____
1400 Telephone: (____) _____ x _____ Fax: (____) _____
1401 E-Mail Address: _____ URL: _____
1402 Customer Technician: _____ Title: _____
1403 Telephone: (____) _____ x _____ E-Mail: _____
1404

1405 **Customer Name 2:**

1406 _____
1407 City: _____ State: _____ Zip: _____
1408 Products or Services Provided _____
1409 Contract Start Date: _____ Completion Date: _____
1410 Project Estimated Dollar Value: \$ _____
1411 Project Came In On Budget: ___Yes ___No
1412 Successful Contract Completion: ___Yes ___No
1413 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1414
1415 Customer Coordinator: _____ Title: _____
1416 Telephone: (____) _____ x _____ Fax: (____) _____
1417 E-Mail Address: _____ URL: _____
1418 Customer Technician: _____ Title: _____
1419 Telephone: (____) _____ x _____ E-Mail: _____
1420
1421

1422 **Customer Name 3:**
1423 _____
1424 City: _____ State: _____ Zip: _____
1425 Products or Services Provided _____
1426 Contract Start Date: _____ Completion Date: _____
1427 Project Estimated Dollar Value: \$ _____
1428 Project Came In On Budget: ___Yes ___No
1429 Successful Contract Completion: ___Yes ___No
1430 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1431
1432 Customer Coordinator: _____ Title: _____
1433 Telephone: (____) _____ x _____ Fax: (____) _____
1434 E-Mail Address: _____ URL: _____
1435 Customer Technician: _____ Title: _____
1436 Telephone: (____) _____ x _____ E-Mail: _____
1437

1438 **Prior Customer References:**
1439 Reflects projects and/or purchases awarded and completed 12-24 months ago:
1440

1441 **Customer Name 1:**
1442 _____
1443 _____
1444 City: _____ State: _____ Zip: _____
1445 Products or Services Provided _____
1446 Contract Start Date: _____ Completion Date: _____
1447 Project Estimated Dollar Value: \$ _____
1448 Project Came In On Budget: ___Yes ___No
1449 Successful Contract Completion: ___Yes ___No
1450 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1451
1452 Customer Coordinator: _____ Title: _____
1453 Telephone: (____) _____ x _____ Fax: (____) _____
1454 E-Mail Address: _____ URL: _____
1455 Customer Technician: _____ Title: _____
1456 Telephone: (____) _____ x _____ E-Mail: _____
1457

1458 **Customer Name 2:**
1459 _____
1460 _____
1461 City: _____ State: _____ Zip: _____
1462 Products or Services Provided _____
1463 Contract Start Date: _____ Completion Date: _____
1464 Project Estimated Dollar Value: \$ _____
1465 Project Came In On Budget: ___Yes ___No
1466 Successful Contract Completion: ___Yes ___No
1467 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1468
1469 Customer Coordinator: _____ Title: _____
1470 Telephone: (____) _____ x _____ Fax: (____) _____
1471 E-Mail Address: _____ URL: _____
1472 Customer Technician: _____ Title: _____
1473 Telephone: (____) _____ x _____ E-Mail: _____
1474
1475

1476 **Customer Name 3:**
1477 _____
1478 _____
1479 City: _____ State: _____ Zip: _____
1480 Products or Services Provided _____
1481 Contract Start Date: _____ Completion Date: _____
1482 Project Estimated Dollar Value: \$ _____
1483 Project Came In On Budget: ___Yes ___No
1484 Successful Contract Completion: ___Yes ___No
1485 Authorization received for MiCTA to contact customer directly: ___Yes ___No
1486
1487 Customer Coordinator: _____ Title: _____
1488 Telephone: (____) _____ x _____ Fax: (____) _____
1489 E-Mail Address: _____ URL: _____
1490 Customer Technician: _____ Title: _____
1491 Telephone: (____) _____ x _____ E-Mail: _____
1492
1493

1494 **15 Sample Master Service Agreement**

1495



1496
1497
1498

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

1499
1500

1501 **MASTER SERVICE AGREEMENT**
1502 **APPROVED VENDOR AWARD**
1503 **CONTRACT NUMBER: 123456789**

1504

1505 This Telecommunications Master Service Agreement (“Agreement”) is made by and between VENDOR (“Seller”) with
1506 principal offices located at ADDRESS OF VENDOR, and MiCTA with principal offices located at 4805 Towne Centre Rd,
1507 Suite 100, Saginaw, Michigan 48604.

1508

1509 **WHEREAS**, MiCTA is an association made up of non-profit colleges, universities, K-12 school systems, federal, state and
1510 local government units, health care providers, libraries and other non-profit entities;

1511

1512 **WHEREAS**, this agreement is for the benefit of all MiCTA members, eligible MiCTA members, and all educational and
1513 governmental units (collectively “Eligible Organizations” or “Members”);

1514

1515 **WHEREAS**, Seller wishes to provide to Eligible Organizations products and/or services as proposed in Seller’s response to
1516 RFP #123456789;

1517

1518 **WHEREAS**, MiCTA desires to promote Seller’s products and/or services to Eligible Organizations as an independent
1519 authorized agent of Seller pursuant to the terms and conditions set forth herein;

1520

1521 **WHEREAS**, Seller is awarded Endorsed status, having met all requirements set by MiCTA, and prevailed in MiCTA’s
1522 comprehensive RFP process for SERVICES AND PRODUCTS, been judged by MiCTA to be the best value for Seller’s
1523 service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as
1524 identified during the RFP evaluation process;

1525

1526 **NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable
1527 consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1528

1529 **1. MASTER SERVICE AGREEMENT:**

1530

1531 1.1. Seller agrees to offer to Eligible Organizations meeting credit criteria, products and services as set forth in the
1532 Seller’s response to RFP #123456789, and as attached as Attachment A at the pricing in Attachment B.

1533

1534 1.2. MiCTA hereby accepts Seller’s offer to provide to Eligible Organizations Telecommunications products and
services, as set forth in Seller’s response to the NAME OF THE RFP - RFP #123456789, and as set forth in Attachment A,

1535 subject to the terms and conditions of this Agreement and the terms of conditions of the Member Participation Agreement,
1536 Attachment C, that each MiCTA Member must sign.

1537
1538 **2. MASTER SERVICE AGREEMENT TERM:**

1539 2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2) years until
1540 _____ (“Expiration Date”).

1541
1542 2.2. MiCTA reserves the right to extend the term of this Agreement for three (3) additional one-year terms providing the
1543 products, service and pricing meet or exceed MiCTA’s standards, and Seller has met and continues to meet all the terms and
1544 conditions of this Agreement.

1545
1546 **3. EXCLUSIVE AGREEMENT:**

1547 3.1. Seller agrees that this Agreement is for the sole use of all Eligible Organizations. Seller shall not disclose the terms,
1548 negotiated pricing and/or benefits provided to Eligible Organizations pursuant to this Agreement to any non-Eligible
1549 Organization.

1550
1551 3.2. Seller agrees that this Agreement supersedes all existing contracts containing products and/or services within the
1552 scope of RFP #123456789 with any/all MiCTA accounts. Nonetheless, any Member Participation Agreements still in effect
1553 under a prior Master Service Agreement shall remain in effect and be performed according to their terms.

1554
1555 **4. HIGHLY COMPETITIVE PRICING:**

1556 Seller hereby agrees to provide all Eligible Organizations with Highly Competitive Pricing throughout the term of this
1557 agreement. “Highly Competitive Pricing” means that Seller will offer all Eligible Organizations its most competitive pricing
1558 option that it has made available to similarly situated institutions and/or organizations in comparable markets provided the
1559 underlying cost structure is the same for Seller in that market. This provision extends to all services provided by Seller under
1560 this Agreement.

1561
1562 **5. CREDIT CRITERIA**

1563 Seller is not obligated to provide service to an Eligible Organization that does not satisfy Seller’s credit criteria.

1564
1565 **6. APPOINTMENT OF AGENT:**

1566 MiCTA is hereby appointed an independent sales agent with limited authority to solicit, on behalf of Seller, Eligible
1567 Organizations as customers for Seller’s products and/or service, subject to the terms of this Agreement.

1568
1569 **7. ACCEPTANCE OF INDEPENDENT AGENT APPOINTMENT:**

1570 MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Eligible Organizations as
1571 customers for Seller’s products and/or services, subject to the terms and conditions of this Agreement.

1572
1573 **8. RELATIONSHIP OF PARTIES:**

1574 8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies
1575 and procedures of Seller other than as specifically authorized by this Agreement.

1576
1577 8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or
1578 create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MiCTA is an
1579 independent contractor with respect to the services provided under this Agreement.

1580
1581 8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or services
1582 covered by this Agreement, and shall otherwise identify itself as an independent entity.

1583
1584 8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA members, to
1585 the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by operation or otherwise.
1586

1587 **9. CONTRACT DOCUMENTS:**
1588 The documents which comprise this Agreement are this Agreement and any attachments or addenda, the RFP #123456789,
1589 the Seller's response to such RFP and any attachments or addenda. Each Eligible Organization that purchases service from
1590 Seller shall also have a Member Participation Agreement with Seller.
1591
1592 **10. RESOLVING CONFLICTING LANGUAGE:**
1593 In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the
1594 documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP
1595 and any attachments or addenda, and third, the RFP #123456789 and any attachment or addenda. Any contractual
1596 clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.
1597
1598 **11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:**
1599 Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting,
1600 problem solving, etc. for any/all Eligible Organizations regardless of their physical location. In addition, the Account
1601 Representative is the responsible contact for reporting to MiCTA on a monthly basis, MiCTA total gross sales revenue.
1602 Additionally:
1603 11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.
1604
1605 11.2 Seller agrees to notify MiCTA of any personnel changes with the assigned Account Representative, and
1606 agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant.
1607
1608 11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if requested to do so
1609 by MiCTA.
1610
1611 **12. MARKETING AND SALES AIDS:**
1612 12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing
1613 plan provided by the Seller.
1614
1615 12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or
1616 services.
1617
1618 12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature,
1619 sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.
1620
1621 12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.
1622
1623 **13. LOGO AND NAMES:**
1624 The logos and names of both parties are protected and are registered. Each party is only authorized to use the other party's
1625 Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products
1626 and/or services covered by this Agreement with the written permission of the other party.
1627
1628 **14. CONFERENCE SUPPORT:**
1629 14.1 Seller agrees to funding not to exceed \$5,000, to support at least one MiCTA sponsored conference
1630 annually. Such support may be in the form of conference lecturer, training session, booth display, social
1631 gathering/event, opening or closing banquet, and/or provide door or event prizes.
1632 14.2 If not already an associate member with MiCTA, Seller agrees to become an "Associate Member", and
1633 keep such status in good standing for the full term of this Agreement.
1634
1635 **15. FORCE MAJEURE:**
1636 Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance resulting
1637 from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts shall include, but not
1638 be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other
1639 events beyond the Parties' reasonable control; provided however, that the provisions of this section shall not preclude either
1640 Party from canceling or terminating the Contract, or any order for any produce or service included herein, as otherwise
1641 permitted hereunder, regardless of any Force Majeure.

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16. LIVING DOCUMENT:

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

17. MICTA PRICING AND PRICE ADJUSTMENTS:

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

18. PRICING REVIEW DATES:

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

19. INVOICE TERMS:

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

20. MEMBER'S EXISTING CONTRACT:

Eligible Organizations who have existing contracts for same or similar services will be entitled to renew with Seller subject to this Agreement. An Eligible Organization and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement, but are not required to do so.

21. CODES, PERMITS, FEES, LICENSES:

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

22. ORDINANCES AND REGULATIONS:

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

23. COMPLIANCE WITH LAW:

Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required for its performance under this Agreement.

24. GOVERNING LAW:

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

1697 **25. NO WAIVER:**
1698 No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The
1699 failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of
1700 any provision and all terms shall remain in full force and effect.

1701 **26. SEVERABILITY:**
1702 No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other
1703 provisions of this Agreement, all of which will remain in full force and effect.

1704
1705 **27. BINDING EFFECT AND ASSIGNMENT:**
1706 This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. MiCTA may not
1707 assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent
1708 of Seller. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent so
1709 long as the services provided to Eligible Organizations are unaffected.

1710
1711 **28. CANCELLATION/TERMINATION:**
1712 28.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement
1713 provided written notice of breach has been given and such breach has not been cured within thirty (30) days after
1714 delivery of such notice.

1715
1716 28.2 Eligible Organizations shall be responsible for all sums due and owed the seller for products or services
1717 provided under this Agreement.

1718
1719 **29. SURVIVORSHIP OF PROVISIONS:**
1720 All Seller's products purchased, and seller's services performed pursuant to this Agreement shall be bound by all of the
1721 Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement, including without
1722 limitation, the following sections for so long as the products and services remain in use: (i) Governing Law, (ii) Assignment,
1723 and (iii) MiCTA Administrative fee and Audit Functions, as defined in this Agreement.

1724
1725 **30. SURVIVORSHIP OF INDIVIDUAL ELIGIBLE ORGANIZATIONS MEMBER TERMS AND**
1726 **CONDITIONS:**
1727 In the event Eligible Organizations enter into individual purchase agreements whose term extends beyond the termination or
1728 expiration date of this Agreement, Members, at their own option, may either:
1729 30.1 Continue receiving services or products under the terms and conditions described herein until the expiration
1730 date of the Eligible Organization's individual purchase agreement, or
1731 30.2 Continue receiving services or products at other terms and conditions agreed to in writing by both Seller
1732 and the Eligible Organization.

1733
1734 **31. NOTICES:**
1735 31.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and
1736 properly given on the earlier of:
1737 31.1.1 Date such notice has been received; or
1738 31.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be
1739 delivered by certified mail, return receipt requested, addressed to Seller at:
1740 VENDOR
1741 123 Street Address
1742 City, State 12345
1743 or at such addresses as seller may designate, in writing, from time to time, or.
1744 to MiCTA addressed as follows:
1745 MiCTA
1746 Timothy von Hoff
1747 4805 Towne Centre Rd
1748 Suite 100
1749 Saginaw, Michigan 48604
1750 or at such address as MiCTA may designate, in writing, from time to time.
1751

1752 **32. HEADINGS:**
1753 The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no
1754 way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect
1755 this Agreement.
1756

1757 **33. IMPLEMENTATION DATES:**
1758 Seller's Endorsed status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and
1759 Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales Aids, to make Seller's
1760 price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Eligible Organizations
1761 as soon as practicable after the Effective Date of this Agreement
1762

1763 **34. ENTIRE AGREEMENT:**
1764 This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations,
1765 whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the
1766 entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be
1767 modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of
1768 the parties hereto.
1769

1770 **35. CONTRACT EXECUTION:**
1771 In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration,
1772 the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above
1773 Agreement and have caused their duly authorized representatives to execute this Agreement.
1774

1775 **FOR: VENDOR**

1776 _____
1777
1778 Authorized Signature

1779
1780 TITLE _____

1781
1782 Date: _____
1783

1784
1785 **FOR: MiCTA**

1786 _____
1787
1788 Timothy von Hoff
1789 Chief Executive Officer

1790 Date: _____
1791

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

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**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789**

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ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING



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MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789

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ATTACHMENT B – SELLERS MICTA PROGRAM PRICING

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**MASTER SERVICE AGREEMENT
CONTRACT NUMBER: 123456789**

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ATTACHMENT C – MEMBER PARTICIPATION AGREEMENT

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

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C.1 Appropriated Funding:

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

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C.2 Member Project Schedule:

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

1833
1834

C.3 Member Governing Laws:

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

1835
1836

C.4 Financial Stability:

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

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1859 In the event that there is a material change in the financial condition of the Seller, including without limitation, a
1860 default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded,
1861 bond rating classified as “junk” bond status or lower, assignment of receivables, or a voluntary or involuntary filing
1862 for protection from creditors or reorganization of debt in a bankruptcy, liquidation, or other similar proceeding of
1863 any kind, the Term of any Agreement shall revert automatically to month-to-month for all purposes under the
1864 Agreement. Any commitments shall be automatically considered to have been achieved for the Agreement and
1865 rates, and discounts shall continue as they are at the time of the events.
1866

1867 **C.5 Copyright Requirements:**

1868 Seller represents and warrants that it is the lawful owner or licensee of any products / services licensed or sold to
1869 Members, developed by either the Seller or Manufacturer under the RFP Agreement, has all rights necessary to
1870 provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services
1871 made available under the Master Service Agreement and Member Participation Agreement.
1872

1873 **C.6 Indemnification:**

1874 Subject to the other limitations set forth in this agreement, Seller, to the extent permitted by law, shall indemnify,
1875 defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and
1876 expenses incurred in connection with any action or proceeding threatened or brought against the Member to the
1877 extent that such action or proceedings are based on a claim that any product / service provided by the Seller or its
1878 Subcontractors, the use of such products / services, or reproduction of any documentation violates the provisions set
1879 forth in this agreement.
1880

1881 **C.7 Alternate Product Sourcing:**

1882 Member and Seller shall work in good faith to secure products, services and/or support from other Endorsed or
1883 Approved contract holders whenever it is in the best interest of the Member. Member will be responsible for
1884 notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or installation
1885 services, must:

1886 C.7.1 Indicate any potential effects the change may create in the overall project.

1887 C.7.2 Be willing to integrate these products and services into the Member’s project.
1888

1889 **C.8 Liquidated Damages:**

1890 Seller will be responsible for damages incurred as a result of significant downtime experienced by Member due to
1891 Seller’s products or services failing to perform as specified in the Master Service Agreement and Member
1892 Participation Agreement. Seller will be solely responsible for:

1893 C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement, for
1894 significant downtime experienced during the term of the Agreement.
1895

1896 C.8.2 Member shall have the right to liquidate such damages through a credit.
1897

1898 **C.9 Insurance Requirements:**

1899 Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation
1900 Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all
1901 activities performed on Member’s site in connection with the products and services covered by the agreements.
1902 Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance evidencing coverage,
1903 and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during
1904 the term of Member’s Participation Agreement. Coverage should minimally include the following:
1905

1906 C.9.1 Workers Compensation Insurance

1907 C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage

1908 C.9.3 Services / Products / Completed Operations Aggregate

1909 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

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 #1234546789.

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

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

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

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

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

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2056 **D.2. SALES/ADMINISTRATIVE FEE REPORTS:**
2057 Seller is required to notify MiCTA of all sales and/or service commitments with MiCTA Members and MiCTA Eligible
2058 Organizations. The report must minimally, for each Eligible Organization taking service, include the customer name, contact
2059 name/number, city, state, estimated volume, estimated administrative fee, estimated cost savings, and estimated delivery date.
2060 A sample report is available upon request. MiCTA may provide Seller with a reporting portal on MiCTA's website and
2061 require such reporting to be made electronically on the website. Reports must be submitted by the 60th day following month-
2062 end close.

2063
2064 Monthly reports should be sent to:
2065 MiCTA
2066 Attn: Administrative fee Report
2067 4805 Towne Centre Rd
2068 Suite 100
2069 Saginaw, MI 48604
2070
2071

2072 **Sales/Administrative fee Reporting Process:**
2073

- 2074 D.2.1. Monthly reports must include a list of all purchases between MiCTA Members and MiCTA Eligible
2075 Organizations and the Seller.
2076
- 2077 D.2.2. Seller will be required to submit an annual report of all MiCTA Member and MiCTA eligible institution
2078 purchases within 30-days of the Seller's fiscal year close.
2079
- 2080 D.2.3. MiCTA may escalate to the Vice President level for any failure to report Member sales in their entirety
2081 Sales/Administrative fee Audit.
2082
- 2083 D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA
2084 administrative fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the
2085 audit identify a material amount of unpaid administrative fees. In the absence of a material underpayment, MiCTA
2086 will be solely responsible for the cost of any such audit.
2087
- 2088 D.2.5. Seller will be required to comply with a MiCTA request for audit within thirty (30) working days of
2089 receiving the written request.
2090
- 2091 D.2.6. Seller will be held responsible for all administrative fees and service charges for all unreported Net Eligible
2092 Revenue with MiCTA Accounts revealed during an audit.
2093
- 2094 D.2.7. MiCTA will be responsible for repaying all administrative fees for all over reported Net Eligible Revenue
2095 paid to MiCTA which may be repaid by an offset against future administrative fees.
2096
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Intent To Respond Form

MiCTA 2018 Next Generation 9-1-1 Equipment and Services RFP (#MT-NG 9-1-1 2018)

_____ has received and reviewed the MiCTA 2018 Next Generation 9-1-1 Equipment and Services (RFP).

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

15.1 Contact Information

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

15.2 Primary Contact:

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

15.3 Secondary Contact:

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

15.4 Legal Counsel:

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

Please return this form by 4:30 PM July 13, 2018 to (989) 753-2655 or to rfp@mictatech.org. Submitting this form does not obligate you to respond to the RFP.