



REQUEST FOR PROPOSALS

Fiber Build-Out, Dark and Lit Fiber, Structured Cabling, Outside Plant, Internet Access, and Last Mile Services

MT-FBOS 2019

May 20, 2019

RFP Contact

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Important Dates

Release Date: May 20, 2019
Intent To Respond Form: June 17, 2019
Deadline for Questions: July 1, 2019
Response Deadline: August 5, 2019

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1. Introduction

1.1. Request For Proposals

On behalf of its member institutions, MiCTA issues this Request For Proposals (RFP). This RFP seeks qualified potential vendors to provide Wide Area Network (WAN), Fiber Build-Out, Dark and Lit Fiber, Structured Cabling, Outside Plant, Internet Access, and Last Mile Services to MiCTA members, using a general framework known as a Master Service Agreement (MSA).

Using an MSA negotiated following this RFP, MiCTA members may contract with selected vendors to provide the range of services WAN design and construction services described in this RFP and included in any resulting MSA. Some MiCTA members may also be eligible for funding from one or more federal programs designed to support the construction of high-speed wide-area fiber networks.

MiCTA is not currently soliciting any wide-area network fiber build-out services for itself, nor are there currently any specific fiber construction projects planned or associated with this RFP.

Through this RFP, MiCTA is conducting a competitive bidding process to identify, evaluate and select highly qualified vendors throughout the United States that can supply fiber build-out services to MiCTA members on an as-requested basis.

By conducting a single, competitive bid for services on behalf of our members, MiCTA eliminates the need for our members to issue individual RFPs for fiber construction services, and accelerates the process of obtaining federal and other funding for fiber network construction.

Any MiCTA member who seeks these services for a specific project under a MiCTA MSA will provide complete project information to the selected vendor in the project pre-planning stage, and will enter into a specific, detailed Member Participation Agreement (MPA) that is consistent with the previously negotiated terms of the Master Service Agreement when the project receives funding.

Other MiCTA members who are not eligible to request support from specific federal programs may also contract for services under this RFP. However, we anticipate that primary interest in MSAs from this RFP will come from program-eligible members.

Wide-area network fiber build-out services may include, but are not limited to:

- Design, engineering and documentation services

- Project management
- Materials procurement
- Fiber construction services
- Identification of existing fiber available for purchase/lease
- Lease/purchase/IRU negotiation
- Environmental studies
- Connection services for existing network segments
- Regulatory, permitting, ROW, and pole attachment agreement management
- Inspections and on-site personnel

Qualified vendors include providers that:

- can deliver one or more of the requested products and services on a local/regional or national basis
- demonstrate the technical and professional capacity to deliver the products and services described or requested in this RFP
- have demonstrated a successful history of satisfactory product delivery or service provision with regard to these products and services

This document will serve as a basis for your response. **Please read the entire document** for complete information and the specifications for this RFP.

In addition to responding to the questions placed herein, prospective vendors will complete a cost proposal that details all of the standard costs, fees, charges and discounts associated with their proposed services. This cost proposal will be delivered in a **separate, sealed envelope** that is clearly marked as containing the cost proposal and will accompany your response documents. The Evaluation Committee reserves the right to exclude from initial consideration proposals that do not conform to this requirement.

1.2. MiCTA National E-Rate/Healthcare Connect Fund Programs

Interested Vendors should also be aware that MiCTA will be filing an E-Rate 470 on behalf of its K-12/Library Members for Category 1 services and products in July, 2019, as soon as the 470-filing window opens. This same RFP will be referenced in the MiCTA 470 filing and therefore vendors who have already responded to this “general” RFP before the MiCTA 470 filing takes place will be sent an electronic Intent to Respond (ITR).

The MiCTA 470 process will be conducted by MiCTA’s E-Rate/Healthcare Connect Fund Consultant. Completion and return of the ITR will allow those vendors who desire to verify that their General RFP response also serves as their MiCTA E-Rate 470 response. Return of the E-Rate 470 ITR is required if a vendor wishes to be considered for approval under the E-Rate process. The evaluation process for the “General” and “E-Rate” 470 will take place at the same time.

In addition, eligible contracts awarded through the E-Rate process can also be used by MiCTA Healthcare members who can file for funding under the Healthcare Connect Fund Program without having to bid by using the “Government Master Services Agreement” exemption on their Form 462(s).

The FCC and USAC recognize MiCTA E-Rate awarded contracts to be “Government Master Services Agreements” classified as “Evergreen”. Those vendors who are not familiar with the E-Rate and/or Healthcare Connect Fund Programs can find more information listed below:

1.2.1. Universal Service Fund (E-Rate)

The Federal Communications Commission (FCC) supports long-established goals of providing select telecommunications and broadband services through the Universal Service Fund Schools and Libraries Program (E-rate) to program-eligible entities.

Program-eligible entities, under Category 1, may lease Lit Fiber, Dark Fiber (including dark fiber infeasible rights of use (IRUs) for a set term), or request funding for Self-Provisioned Broadband Networks (applicant owned and operated networks) in areas where comparable facilities do not exist.

Please visit:

<http://www.usac.org/>

1.2.2. Universal Service Fund (Healthcare Connect Fund)

To support its goal of extending healthcare services to currently unserved and underserved **rural** areas of the country, the United States government has established a special fund, as part of the USF Rural Health Care program, known as the Healthcare Connect Fund. The purpose of the Fund is to support high-capacity, wide-area connectivity to eligible rural healthcare providers (HCPs) and other eligible entities. Additionally, the Fund promotes the formation of state and regional wide-area broadband HCP networks. The Fund is administered through the Universal Service Administrative Company (USAC), an agency of the Federal Communications Commission (FCC).

Eligible HCP applicants can receive a 65% discount on all eligible services and equipment, including the construction of fiber networks in areas where no comparable facilities exist. In areas where facilities must be constructed, the applicant HCP consortium will own and operate the resultant network. Although the fund is intended to serve rural HCPs, urban Hospitals with less than 400 beds are also eligible for funding provided they participate in a HCP consortium where at least 51% of the participating members are rural HCPs.

<http://www.usac.org/rhc/healthcare-connect/>

1.3. Why Vendors Should Respond To This RFP

Potential vendors can realize a number of benefits by entering into a business relationship with MiCTA.

- MiCTA represents thousands of members in a number of important sectors across the United States. MiCTA vendors enjoy direct access to technical- and procurement-level decision-makers at our member institutions. Promoting your products and services to interested parties is both easy and effective.
- MiCTA members reap the benefits of volume purchasing, and MiCTA vendors reap the benefits of volume sales. By responding to a MiCTA RFP, vendors can reduce the number of individual RFP responses they must produce without compromising their ability to meet the needs of MiCTA's membership. Further, MiCTA vendors can take advantage of the marketing and promotional opportunities MiCTA provides.
- MiCTA contracts are awarded to vendors exclusively as the result of our competitive bidding process. Many MiCTA members may only purchase high-value products and services following a competitive bid, however few are required to conduct *their own* bid process. By using a MiCTA MSA, our members save time and money, and can purchase products and services immediately using our respected MSAs.
- MiCTA membership is limited to qualified non-profit, non-commercial and public sector entities that can provide our vendors with a safe, desirable and diverse source of income.

The typical MiCTA MSA is divided into five major parts and includes:

Terms and Conditions, a framework that describes the general terms and conditions under which the MiCTA member and the vendor agree to operate.

Attachment A, which lists the services or products included in the offer

Attachment B, which is the price list

Attachment C, a *sample* of the Member Participation Agreement, which members enter into with the vendor to accept the offer in the MSA

Attachment D, which describes the Administrative Fees and reporting required of vendors.

1.4. About The Issuer

1.4.1. About MiCTA

MiCTA is a national non-profit consortium comprised of higher education, healthcare, state and municipal governments, libraries, K-12 schools and school districts, other public sector entities, non-profit, religious and charitable organizations. MiCTA aggregates demand for essential telecommunications, data, and technology products and services, and negotiates favorable pricing for our members. MiCTA also acts as a provider of services and a clearinghouse for technological and legislative information related to the telecommunications, data and technology interests of its members.

Among MiCTA's other primary functions are:

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

1.5. The MiCTA Model

1.5.1. MiCTA Membership

Depending upon the member's size, MiCTA collects a small annual membership fee from its participating organizations. The fee is used to pay a portion of MiCTA's overhead. MiCTA also funds its numerous member services by collecting a fee on the sales of goods and services purchased by our members when they execute the Member Participation Agreement for contracted products and services from a MiCTA vendor.

For the purpose of developing the cost proposal for this RFP, potential vendors should assume that MiCTA is paid a 2.5% fee on sales of all products and services generated through contracts established by this RFP.

1.5.2. Member and Vendor Benefits

By offering our members consistently better pricing on desirable products and services, MiCTA provides exceptional value to its membership. Therefore, MiCTA pricing must be better than pricing available through other group purchasing organizations or through the member's individual effort.

Additionally, members may buy under the MiCTA MSAs instead of their own competitive bidding processes. This also reduces the number of RFPs our contracted vendors must respond to. In doing so, MiCTA provides exceptional value to both our members and vendors.

1.6. Potential Sales Volume

MiCTA does not collect comprehensive statistics regarding current demand or usage of products by its membership. However, MiCTA represents thousands of public and private universities, colleges, school districts and municipalities, as well as healthcare providers nationwide. From among our membership, these organizations are the most likely purchasers of the requested products and services. For a list of MiCTA members, please visit the MiCTA Web site at <http://www.mictatech.org>.

1.7. RFP Status

This RFP is not a commitment to award a contract to a responding potential vendor. MiCTA reserves the right to enter into a contract with a potential vendor at its sole discretion and only when MiCTA determines that such a contract is in the best interest of MiCTA and its membership. MiCTA also reserves the right to make multiple awards to responding vendors. Responding vendors must agree that MiCTA's decisions are final and not subject to appeal.

1.8. Freedom Of Information Act

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

2. Responding To This RFP

In all cases, prospective vendors must prepare and submit a complete, timely response to this Request for Proposals. The Evaluation Committee will consider partial responses to be incomplete, and will score incomplete sections accordingly.

Potential vendors should provide their best possible pricing on products and services included in their offer. Your response to this RFP constitutes a legal offer to provide the goods or services at your proposed prices.

2.1. Eligibility To Respond

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

2.2. Collusion Among Bidders, Response Rejections

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

2.3. Personal Gain

In all circumstances, MiCTA employees and its agents are expressly forbidden from accepting gratuities or inducements of any value from any existing vendor or potential vendor. MiCTA may cancel any contract resulting from this solicitation without any further obligation if any MiCTA employee significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of MiCTA is found to be in collusion with any potential vendor to this RFP for their personal gain or for any other reason. Such cancellation shall be effective upon written notice from MiCTA or a later date if so designated in the notice given. Termination of a contract under this provision shall not relieve either party of financial, product or service obligations due to participating members or to MiCTA at the time the contract is voided.

2.4. Intent To Respond Form

All potential vendors should provide complete, correct contact information using the Intent To Respond form that accompanies this RFP. Potential vendors that do not provide completed Intent To Respond forms may not receive updates, clarifications and responses to questions submitted by other potential vendors.

Potential vendors should complete and return the Intent To Respond forms no later than **4:30 PM EDT, Monday, June 17, 2019**. Vendors may still submit a responsive offer without submitting an Intent To Respond form. Returning the Intent To Respond form does not obligate a potential vendor to submit a response to this RFP. The Intent To Respond form is located on the last page of this RFP.

2.5. RFP Contact

The sole contact for all issues regarding this RFP is:

Tim von Hoff
Chief Executive Officer, MiCTA
4805 Towne Centre, Suite 100
Saginaw, MI 48604
(888) 964-2227
(989) 753-2655 (fax)
rfp@mictatech.org

2.6. RFP Questions

MiCTA requires all prospective vendors to submit questions and clarification requests in writing to the RFP contact. MiCTA explicitly cautions prospective vendors not to rely on oral representations regarding this RFP. Prospective vendors may submit questions regarding the RFP **in writing only** until **Monday, July 1, 2019 at 4:30 PM EDT**. MiCTA is not responsible for late or misdirected email, postal mail or faxes. MiCTA will not guarantee a response to questions submitted after this date.

Questions and responses will be posted on the FBOS RFP page on the MiCTA website. Vendors are solely responsible for ensuring that they are in possession of the latest RFP documents, addenda, updates and questions. Responding vendors must also ensure that MiCTA has updated contact information at all times throughout this RFP process.

2.7. RFP Closing Date and Time

Potential vendors must submit their offers no later than **4:30 PM EDT Monday, August 5, 2019**. Potential vendors may choose to respond to one, many or all of the section(s) of the RFP. The vendor must submit a complete response for each selected section. The Evaluation Committee will not consider incomplete offers.

2.8. RFP Response Format Requirements

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

This RFP is provided to you as an editable Microsoft Word document. Each section poses a series of questions and contains a Vendor Response indicator. Please add your response to each applicable element following the Vendor Response indicator.

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

Potential vendors are expressly cautioned against modifying the text of the RFP document, except to incorporate their responses, where indicated. Potential vendors may not apply any form of security, encryption or password protection to the response form.

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

Potential vendors must also submit **ONE USB flash drive** with an electronic copy of the complete proposal response, the cost proposal, all attachments and other required documents with the exception of audited financial reports. MiCTA will consider responses that do not contain this USB drive to be incomplete.

Your bound responses must be submitted in the following format:

- Cover Letter/Letter of Transmittal, manually signed as described in the following section
- Executive Summary as described in Executive Summary Requirements
- The RFP document, including all vendor responses
- The cost proposal, placed in a sealed envelope marked **COST PROPOSAL**, include printed copies of all spreadsheets and other requested cost information
- Completed Vendor Profile and Reference sections
- Any objections to the MSA
- All attachments, which must be clearly labeled with the pertinent section

information

- Audited financial statements (may be submitted under separate binding)

Responses may be delivered in person, or by the courier of the potential vendor's choice to the RFP Contact at the address specified by **Monday, August 5, 2019**. The outside of each shipping carton must include the phrase: "**CONTAINS RFP RESPONSE**" in plain view. MiCTA is not responsible for late or misdirected mail or packages. Late or incomplete proposals risk disqualification.

MiCTA does not intend to conduct a public bid opening; however bids will be opened on **Friday, August 9, 2019 at 10:00 AM EDT**.

2.9. Cover Letter Requirements

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

- The prospective vendor has read and understands the RFP requirements
- The prospective vendor has provided a copy of the MSA to its legal counsel
- The prospective vendor has raised its objections to the MSA in its response OR the prospective vendor has no objections to the MSA
- The prospective vendor has never been a MiCTA vendor OR is a current or past MiCTA vendor and is fully in compliance with its existing or prior Agreement with MiCTA
- The prospective vendor accepts the conditions of the RFP
- The prospective vendor is committing itself to the prices, products and services offered in the response
- The prospective vendor understands and agrees that MiCTA's determination is final and waives any rights to protest or appeal MiCTA's determinations.

2.10. Executive Summary Requirements

Each conforming response will contain an executive summary of not more than two pages in length. The Executive Summary should briefly describe:

- The prospective vendor, its capabilities and experience with delivering fiber build-out services; the vendor should highlight any relevant experience in delivering rural fiber build-outs
- The vendor's approach to delivering the services requested in the RFP
- Major features and benefits of the prospective vendor's approach
- Risks that may arise from the vendor's proposed approach and how the vendor intends to mitigate those risks
- The vendor's general approach to pricing (detailed pricing will be required in the cost proposal)
- Any additional services or costs in the vendor's proposal that this RFP did not

anticipate

2.11. Identification of Prime Contractor on Joint Proposal Submissions

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

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

2.12. Vendor Profile

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

2.13. Customer References

All prospective vendors are required to submit all required customer references on the forms included with this RFP. All respondents, including those with existing contractual relationships with MiCTA, are required to complete the customer references. Proposals that do not include the correct number and type of references risk elimination from further consideration by the Evaluation Committee.

2.14. Pricing and State or Regional Offer Variations

Potential vendors are strongly encouraged to extend their most favorable pricing to MiCTA and its membership for the duration of an award, including negotiated extensions. MiCTA acknowledges, in some cases, pricing may vary among states or regions. Therefore, if costs or discounts vary, vendors must indicate the costs and discounts for each state or region. **Vendors will not have an opportunity to add additional costs or fees after the response deadline.**

2.15. Incorporated References

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

The Evaluation Committee is not responsible for gathering information from

multiple sources to form and assess a complete response. Responses will be evaluated **exactly as written**, except in the few narrow circumstances noted in this RFP.

2.16. Late Proposals

Prospective vendors must submit their proposals no later than **Monday, August 5 2019**. The Evaluation Committee reserves the right to reject all late and non-conforming proposals without any consideration. The Evaluation Committee is under no obligation to permit corrections, additions, or modifications to a proposal once the submission deadline has passed. Timely delivery of the prospective vendor's proposal is the sole responsibility of the submitter.

2.17. Cost Of Response

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

3. Evaluation of Proposals

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

The committee will:

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

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

3.1. Evaluation Criteria

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

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

40% - Cost Proposal

30% - Response to the Technical Requirements

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

10% - Administrative Requirements, Vendor Profile, Customer References

PLEASE NOTE:

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

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

Following action by the Board of Directors, MiCTA may invite qualified potential vendors to enter into a **two-year MSA** with as many as three (3) performance-based one-year extensions. MiCTA plans to execute MSAs with more than one vendor within each RFP section to provide these products and services.

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

3.2. Length of Offer

All elements of the offer must remain valid from the time of submission through a period not exceeding ninety (90) days beyond receipt of the Proposal **and** for the length of the MSA and its extensions for successful vendors. MiCTA expects to conclude execution of all MSAs no later than **September 16, 2019**. Selected vendors who do not have an executed MSA with MiCTA at that time are eliminated.

4. Master Service Agreement

4.1. The MiCTA Master Service Agreement

A **sample** Master Service Agreement (MSA) accompanies this RFP (**Section 12**). MiCTA strongly encourages responsive prospective vendors to read the Master Service Agreement and to present the sample MSA to its legal counsel for review *prior to submitting an offer*. MiCTA will evaluate all potential vendor responses with regard to the degree to which the proposals reflect the terms of MiCTA's MSA.

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

4.2. Proof of Performance – First Twelve Months

Upon successful completion of the Evaluation Of Proposals, and after a potential vendor is awarded MiCTA Approved Vendor status resulting from a fully executed MSA, the vendor agrees that during the first twelve (12) months of this agreement the vendor will demonstrate significant efforts to make sales to MiCTA Members, implement a plan to market vendor's products or services to the MiCTA Members, promptly file the required sales reports pursuant to Attachment D, Section D.2, *even if no sales were made during the period*, and pay all Administrative Fees due pursuant to Section D.1. If no sales are made within 12 months from the date of signing the MSA, MiCTA has the right to and will terminate the MSA, unless the vendor can demonstrate to MiCTA's satisfaction that significant efforts have been made to market the vendor's MiCTA approved products and services to MiCTA members. See Attachment D below for specifics.

4.3. Purchases by MiCTA Members

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

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

4.4. Allowable Use of the MiCTA Relationship

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

With MiCTA's agreement, new products and services that are developed or made available following the execution of a MSA may be added or appended to the MSA during the contract period. MiCTA may assist in the introduction and promotion of these products and/or services as agreed upon, and sales of these products and services will incur an Administrative Fee identical to that agreed upon in the MSA. Violations of this provision may result in the termination of the MSA.

Vendors may neither make sales contact with MiCTA Members, nor begin any billable work on a Member's project under this RFP until execution of the MSA is complete. Members will not be responsible for payment of a Vendor's invoice for work completed under the terms of this RFP until the Vendor has fully and properly executed a MiCTA MSA and a Member Participation Agreement (described in the following section) with the Member.

Eligible organizations that are not MiCTA members must become MiCTA members to purchase under the MiCTA MSA. The vendor agrees to refer all non-MiCTA members that wish to purchase under the MiCTA MSA to MiCTA to register as members prior to the execution of a sales agreement based on the MiCTA MSA.

Vendors are expressly prohibited from offering MiCTA pricing and MiCTA purchasing benefits negotiated by MiCTA under its programs to non-MiCTA members for the duration of the MSA.

5. Member Participation Agreements

Under the MiCTA MSA, MiCTA members will negotiate a Member Participation Agreement (MPA) with the successful vendor. MPAs are separate agreements between successful vendors and MiCTA members. Except as described in this RFP, and the requirement to include the MiCTA Member ID and MSA Contract number, MiCTA is not a party to MPAs negotiated between its members and its vendors.

MPAs are legal binding contracts to provide specific products and services under this MiCTA MSA. The MPA defines the additional purchasing terms and conditions sought by the Member, the vendor or both parties.

A **sample** MPA accompanies this RFP, but all MPAs are negotiated between the Member and the Vendor directly. Each member may seek terms or conditions that are unique to their particular circumstances, in addition to terms found in the MSA.

The sample Member Participation Agreement that accompanies this RFP is offered only as a typical representation of a Member Participation Agreement, but all terms in an MPA are negotiated between Member and Vendor. *The final MPA may or may not substantially resemble the sample MPA presented here.*

MPAs typically specify additional terms and conditions that can include, but are not limited to:

- Subcontractor selection terms
- Funding contingencies
- Multi-year agreements
- Performance bonds
- Insurance requirements
- Payment reserves
- Member invoice terms
- Freight and shipping terms
- Damaged shipments
- Member governing laws
- Confidential personal and financial information
- Financial stability demonstrations
- Indemnification
- Member project schedules
- Alternate product sourcing requirements and preferences
- Member service conditions
- Site survey requirements
- The use of new and/or pre-owned equipment
- Installation services

- Hardware/software compatibility
- System acceptance
- Title and risk allocation
- Warranties and guarantees on hardware, software and workmanship
- Service Level Agreements (SLA)
- Liquidated damages
- Firm order cancellation or termination terms
- Participation contract terminations

6. Wide Area Network Fiber Build-Out Services

MiCTA seeks to identify qualified contractors who can provide complete wide-area network fiber build-out services. MiCTA's membership is national; however we anticipate that responding vendors will provide build-out services primarily on a statewide or regional basis. As stated earlier in this RFP, MiCTA seeks to negotiate MSAs with multiple vendors, provided that the responses we receive are acceptable to the Evaluation Committee.

There is no requirement that responding vendors provide these services nationwide.

6.1. Vendor Introduction

Please provide a brief (not to exceed 1,000 words) introduction to your company that discusses:

- The respondent's corporate history
- The respondent's experience with fiber build-out projects, particularly rural build-outs
- The geographic area in which the respondent can provide fiber build-out services
- A description of the respondent's corporate structure
- The respondent's team structure for a typical fiber build-out project

Vendor Response:

6.2. Program Marketing

Each successful vendor will work closely with MiCTA to develop a detailed marketing plan to promote its MiCTA MSA to our members. Successful vendors will bear the cost of developing and implementing their marketing plans, however MiCTA offers a wide range of marketing capabilities that vendors may use to reach out to our membership. These capabilities include:

- Blast and targeted email messages
- Video-enhanced email messages (MiCTA-grams)
- Membership surveys
- Directed webinars and digital media production, including podcasts
- Email newsletters
- The MiCTA Annual Meeting
- The MiCTA Vendor Meeting
- Postal mail

Please describe your organization's capabilities to develop and/or implement a marketing plan that minimally includes:

- Announcement of the successful vendor's affiliation with MiCTA
- Collaboration with MiCTA on marketing the vendor's program to MiCTA members and membership-eligible organizations
- Assignment of a lead account representative to coordinate and administer the MiCTA program
- Provision of marketing and mailing materials to promote the MiCTA program throughout the MSA term
- Promotion of the MiCTA program at trade shows, seminars and other similar events

Vendor Response:

6.3. Competing Programs

Please identify any programs in which the potential vendor participates that will compete with the MiCTA program.

Vendor Response:

Please describe the potential vendor's policy regarding the presentation of competing program information to MiCTA members and membership-eligible prospects.

Vendor Response:

6.4. Reporting

Under the terms of this contract, MiCTA will provide an online reporting structure that will enable successful vendors to report sales agreements to MiCTA. Potential vendors are required to report updated monthly sales figures. Please identify:

- The person (or role) who will provide sales reporting data
- The reporter's contact information

Vendor Response:

6.5. Legal Proceedings

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

Vendor Response:

Is your organization or any principal or agent within your organization presently debarred, suspended, excluded, sanctioned, facing debarment or deemed ineligible to contract by any federal, state or municipal governing agency? If yes, please identify the authority that imposed the sanction, the reason for the sanction, the date the sanction was imposed and the length of the sanction.

Vendor Response:

6.6. Staffing Levels

Will your organization assign one or more permanent sales representative(s) to service MiCTA members and membership-eligible organizations?

Vendor Response:

Please indicate how MiCTA will be notified of changes in the vendor's reporting structure, personnel assigned to the MiCTA account, reorganizations that will affect the management of the MiCTA account.

Vendor Response:

Does the vendor commit to providing continuous account servicing for MiCTA's membership throughout the life of the MiCTA Master Service Agreement?

Vendor Response:

6.7. Vendor System Testing

Describe your organization's testing and certification process for completed networks and network segments. Minimally, your response should include information about:

- Basic function testing
- Technical performance/certification
- Capacity testing

Vendor Response:

Specify your organization's acceptable testing results for each of the areas noted above. Indicate how acceptable performance is verified prior to turning over the system, service and/or equipment to the member.

Vendor Response:

Indicate how the member will be involved in your system testing and evaluation processes.

Vendor Response:

Do you provide written documentation of acceptable testing results to the member?

Vendor Response:

How are component or system failures that occur during testing addressed?

Vendor Response:

6.8. Member Acceptance Testing

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

Vendor Response:

Explain how issues of non-performance that arise during the member acceptance testing period will be addressed.

Vendor Response:

Identify the recourse members have if disagreements regarding the acceptable performance of the system, service or equipment cannot be addressed to the member's satisfaction.

Vendor Response:

6.9. Service Level Agreements (SLA)

Do you offer any service level agreements (SLA) related to the finished build out or leased services, either included as part of a build-out/leased services agreement or as part of a maintenance agreement? If yes, please attach a copy of your standard SLA. Clearly label it **Attachment 6.9** and place it in the Attachments section of your response.

Vendor Response:

If you offer an SLA or an optional maintenance agreement, please answer the following questions. Otherwise, please respond to the next section of this RFP.

Vendor Response:

Describe your organization's escalation procedures.

Vendor Response:

What triggers an escalation under your organization's SLA?

Vendor Response:

Describe the support that is available to assist with escalated issues under your SLA.

Vendor Response:

Indicate the recourse available for breach of the SLA.

Vendor Response:

6.10. Objections to the Master Service Agreement

Does the vendor have any objections to the terms of the Master Service Agreement as presented in the final section of this RFP document? If so, please describe in detail each section(s) to which the vendor raises objection, and propose alternative language.

Vendor Response:

6.11. Severability of Project Components

Some MiCTA members may be capable of completing portions of a project design. Will the vendor work with the member to determine which project elements, if any, the member will take responsibility for completing?

Vendor Response:

6.12. Services potentially required

Please discuss your ability to provide the following fiber construction services:

Cable and Conduit:

- trenching
- plowing (including the use of specialized equipment such as rock saws)
- directional boring

Vendor Response:

Aerial fiber construction

Vendor Response:

Fiber Optic Cable placement

Vendor Response:

Fiber Optic Cable Splicing

Vendor Response:

Please discuss your ability to procure and work with a range of project materials, including:

Stranded fiber

Identify the type and size range of stranded fiber optic cable your company has specific experience with providing and installing.

Vendor Response:

Please discuss any challenges you may anticipate when working with very large multi-strand fibers.

Vendor Response:

Conduits

Identify the type and size range of conduits your company has specific experience with providing and installing.

Vendor Response:

Handholes and Manholes

Identify the type and size range of handholes and manholes your company has specific experience with providing and installing.

Vendor Response:

Identify your ability to procure a wide range of very common project materials (e.g., splice cases, fiber markers, aerial support strands, pole clamps, etc.), as well as low-use, and/or specialty items that may be required for specific or unique applications.

Vendor Response:

Describe the connection services you provide to connect/incorporate existing networks or network segments into a new project design.

Vendor Response:

6.13. Permitting and Right-of-Way Services

Describe your ability to identify and provide permitting services, right-of-way entry management, pole attachment agreements and similar access management services associated with a fiber build-out project.

Vendor Response:

6.14. Project Management, Inspections, Environmental Studies

Describe in detail the project management services you provide for fiber build-outs. Will a certified project manager be assigned to each build-out project?

Vendor Response:

Describe in detail how your company manages and arranges for inspections. Are company personnel on-site during the actual inspection?

Vendor Response:

Describe in detail your ability to provide or arrange for any required environmental studies.

Vendor Response:

6.15. Design, Engineering and Documentation Services

Describe the design, engineering and documentation services that will be included as part of each project. Minimally, your description should discuss:

- Project Design
- Mapping services
- Site preparations (staking/marketing/flagging, etc.)
- Schematics
- Documentation
- As-builts

Vendor Response:

6.16. Lit and Dark Fiber Services

Do you provide identification of existing lit or dark fiber available for purchase/lease?

Vendor Response:

Do you offer lease/purchase/IRU negotiation services for leased lit fiber or leased dark fiber?

Vendor Response:

6.17. Case Studies

Please provide a brief case study for each of the circumstances listed below. If you cannot provide a case study for each circumstance, please indicate that in your response to this question.

The case studies should include basic information about the size and location of the project, the approximate dollar value of the finished project, any unique requirements for the project, the basic design of the project (aerial, buried, combination, etc.). Please also indicate the amount of time it took to complete the project, any unexpected challenges you encountered, any unique design solutions you applied, and the services your organization provided.

Describe relevant fiber build-out projects your company has completed in the last five years:

- In a mostly rural setting
- In a mostly urban setting
- That connected multiple locations and/or multiple entities in either rural, urban or a combination of settings.

Vendor Response:

6.18. Subcontractors, Contracted Employees, Project Team

Describe your use of subcontractors. Do you use subcontractors on fiber build-outs? How do you select subcontractors? What work do subcontractors typically perform? Who is responsible for the direct management of your subcontractors?

Vendor Response:

Does your organization provide all project services using permanent employees? If not, which portions of a project do contracted personnel typically perform?

Vendor Response:

Please identify the essential project personnel (by role) that would be assigned to a fiber build-out project.

Vendor Response:

Please identify the average number of years of industry experience your essential project personnel have.

Vendor Response:

Please identify the professional certifications and/or licenses currently held by key project personnel.

Vendor Response:

Are all of your equipment installers manufacturer-certified for the installation of the products you recommend/install?

Vendor Response:

6.19. Geographic Limitations and Service Areas

Describe your geographic limitations as they relate to providing fiber build-out services.

Vendor Response:

6.20. Project Design

Please describe your organization's process for preparing an initial project design.

Vendor Response:

How will design requirements and recommendations be communicated to the member?

Vendor Response:

How will changes that affect the cost of a project be communicated to the member?

Vendor Response:

6.21. Outside Plant Services

While MiCTA realizes each project is unique, please describe your general approach to the design, implementation and testing of Outside Plant infrastructure. MiCTA understands that by nature of Outside Plant projects, ICB pricing is allowable.

Vendor Response:

6.22. Maintenance, Restoration and Repairs

Describe your company's qualifications and resources available to provide Maintenance, Restoration and Repair Services. Minimally, your answer should discuss Personnel, Equipment, Response Times, Certifications held by staff, etc.

Vendor Response:

6.23. Last Mile Services

Describe your organization's ability to provide Last Mile Services. Minimally, your answer should discuss FTTX configurations to the end users. If your organization does not provide this connectivity, please identify all upstream network providers from which you purchase or receive bandwidth. Identify the capacity you receive from each provider.

Vendor Response:

6.24. Performance Bonds

Do you anticipate any difficulty obtaining a bid or performance bond associated with a project under this MSA?

Vendor Response:

Has your organization ever been denied a performance bond?

Vendor Response:

Has your organization ever failed to complete a bonded fiber project? If so, please provide a detailed description of why you were unable to complete the project. Indicate whether the bond underwriter was required to pay the performance bond.

Vendor Response:

7. IP Services

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

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

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

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

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

7.1. Prospective Vendor Qualifications

1. Please describe your organization's role in providing IP, broadband communications and network services. Include the length of time your organization has provided these services.
Response:
2. Please indicate whether your organization provides services directly to the end user or resells the services of a larger provider. If your organization resells the services of another provider, please identify the actual provider

of the service. (Note: "end users" are defined as MiCTA members or membership-eligible organizations. The term does not refer to individuals in this case.)

Response:

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

Response:

7.2. Internet Access Services

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

7.3. Provider's Network Description

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

- Provider Name
- Territories/Regions
- Types (speed, access, etc.)

Response:

1. Identify any limitations on availability of your network.

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

7.4. Addressing

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

Response:

2. How does a member request additional IPv4 addresses?

Response:

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

Response:

4. How does your organization support IPv6 currently?

Response:

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

Response:

6. How can a member request IPv6 address assignments?

Response:

7.5. Network Usage and Reporting

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

Response:

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

Response:

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

Response:

7.6. Equipment

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

Response:

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

Response:

3. Who manages the router or switch that connects the member to your network?
Response:
4. Who owns the router or switch that connects the member to your network?
Response:
5. Can a MiCTA member supply, manage and own the equipment that connects its network to yours?
Response:
6. Who manages the link that connects a member's network to your network?
Response:
7. Who is responsible for troubleshooting the link that connects the member's network to your network?
Response:

7.7. Network Operations Center

1. Does your organization operate a Network Operations Center (NOC)?
Response:
2. Are your NOC services provided by a subcontractor? If yes, please identify the subcontractor(s) who provides this service.
Response:
3. How many NOC sites does your organization operate?
Response:
4. Does your organization use any call centers not physically located in the United States?
Response:
5. Identify the location of each NOC service site.
Response:
6. What are the hours of operation for the NOC? Please include time zones.
Response:
7. How many technical, support, and supervisory personnel per shift staff your NOC?
Response:
8. Identify any certifications required or held by your NOC staff.
Response:
9. Describe the process for MiCTA members to contact the NOC.
Response:

10. Will MiCTA members use a toll-free number to access the NOC?

Response:

11. Will MiCTA members have direct online access to their trouble tickets?

Response:

12. How does the NOC or the operations staff of your network inform members of network trouble that may affect their connectivity?

Response:

13. Does the NOC provide advance notification of planned network outages to affected members?

Response:

14. Describe your organization's NOC escalation procedure.

Response:

15. Indicate the second- and third-level resources available to address problems.

Response:

16. How are critical problems addressed during non-business or holiday hours?

Response:

8. Structured Cabling

MiCTA seeks to identify qualified vendors who can provide Structured Cabling services. Structured cabling is the design and installation of a comprehensive cabling infrastructure that will support a wide range of telecommunications services and be suitable not only for MiCTA Members' current needs, but their future needs as well. Our Members have a diverse array of telecommunications needs and building accommodations requiring carefully planned and executed projects in order to provide the best value and connectivity.

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

- a. Cat 5E
- b. Cat 6
- c. Cat6A
- d. Data and Voice
- e. Other

Response:

2. Describe your indoor and outdoor wireless infrastructure.

Response:

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

Response:

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

Response:

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

Response:

6. Describe your network equipment sales and installation.

Response:

7. Describe your IT support and managed services.

Response:

8. Describe your emergency response.

Response:

9. What is your company's geographical coverage area?

Response:

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

Response:

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

Response:

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

Response:

13. Describe your approach to subsystems of a structured cabling system. Minimally, your answer should address:

- Entrance Facilities (EF)
- Equipment Room (ER)
- Backbone Cabling
- Telecommunications Room and Enclosure
- Horizontal Cabling
- Work Area (WA)

Response:

14. Describe how your company adheres to current BICSI, ANSI and TIA Standards, including (but not limited to): ANSI/TIA/568-C.O, TFA/EIA 568.B1 and ANSI/TIA-568-C.1.

Response:

9. Pricing

Respondents are asked to provide pricing for all services included in the offer. To provide pricing information, create an Excel spreadsheet and identify all items in the offer as follows:

- A description of the product or service
- The vendor's standard price/rate for the service
- The discount from the standard price/rate, expressed as a percentage
- The vendor's price/rate to MiCTA members
- Any additional volume/quantity discounts that may apply

An example of the suggested format is provided below:

Service	Unit Cost	Proposed Discount	MiCTA Unit Cost	Additional qty discounts
Project Design	\$385/mile	5%	\$365.75	
Project Mgmt.	\$375/mile	5%	\$356.25	
As-builts	\$270/mile	5%	\$256.50	

The cost proposal should be placed in a separate, sealed envelope marked **COST PROPOSAL**. Additionally, an electronic version of the pricing proposal should be included on the proposal USB Drive, as described on pages 9-10 of this document.

10. Vendor Profile

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

10.1. Company Profile

Company: _____ Year Founded: _____

Operates as: Privately-Held Partnership Corporation / Incorporated in State of: _____

Street Address: _____ Mail Stop/PO Box: _____

City: _____ State: _____ Zip: _____

URL: _____

Are you a current or previous MiCTA Vendor? _____

If yes, under which MSA? _____

Company Dun & Bradstreet Number: _____ Year Joined: _____

Total number of employees as of December 31, 2018: _____ Full-Time _____ Part-Time

Percent of employees dedicated to proposal response areas: _____% - FT _____% - PT

Total number of customers as of December 31, 2018: _____

% growth over previous year: _____%

Company has been in the proposal response area(s) providing products, services, equipment, support and training for a minimum of five (5) years: Yes No

If no, specify the number of years Company has been offering products and services in the proposal response area(s): _____

Parent Company: _____ Year Founded: _____

Total number of employees as of December 31, 2018: _____ Full-Time _____ Part-Time

Headquarters Located In - City: _____ State: _____

Identify All Subsidiaries (Insert lines for additional listings):

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

10.2. Business Background:

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

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

Libraries _____%

Government Agencies – Local/State/Federal: _____%

Religious Organizations: _____%

Healthcare Facilities: _____%

Charitable Organizations: _____%

Public Sector Non-Profits: _____%

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

Partner / Affiliation Name	Membership Date
Current/Expired	

10.3. Revenue As Percent of Sales:

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

	Annual Gross Sales	Net Profit	% of Sales
FY 2013:	\$ _____	\$ _____	_____%
FY 2012	\$ _____	\$ _____	_____%
FY 2011:	\$ _____	\$ _____	_____%

10.4. Company Minority Status:

Is the company: Minority Owned Woman Owned HubZone Other _____

Certified as a disadvantaged business with a state or federal entity? Yes No

If certification is currently active, provide the following:

Issuing Agency(s)	Certification Number	Date Issued	Date Expires
_____	_____	___/___/___	___/___/___
_____	_____	___/___/___	___/___/___
_____	_____	___/___/___	___/___/___
_____	_____	___/___/___	___/___/___

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

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



10.5. Federal Universal Service Fund (USF) Participation:

Vendor has current Federal USF Certification(s): Yes No

Vendor will provide a copy of the USF Certification(s) upon request: Yes No

Provide Vendor’s current USF Service Provider Identification Number(s) (SPIN):

Company Division/Product Category	Current SPIN Number	Expiration Date
_____	_____	___/___/___
_____	_____	___/___/___
_____	_____	___/___/___
_____	_____	___/___/___

10.6. Vendor’s Assigned Personnel:

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

Proficient in English – both spoken and written: Yes No

A United States citizen: Yes No

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

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

10.7. Signatures

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

Company Name: _____

Officer's Name: _____ Title: _____

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

E-Mail Address: _____ URL: _____

Signature: _____ Date: _____

11. Vendor References

11.1. Vendor's Financial References

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

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

Please provide:

Last three (3) fiscal years audited financial reports, which must include Income Statements and Balance Sheets, with certification by an independent auditor. Vendor should be prepared to provide 5 years' worth of financial reports at the request of MiCTA. Alternately, the Vendor may provide copies of the Vendor's published Annual Report for 2016, 2017, and 2018. Vendor's Form 10K is not an acceptable substitute for the requested financial reports.

- All quarterly reports since the publication of the last audited financial statements or Annual Report if most recent fiscal year is currently incomplete
- Security and Exchange Commission Certification Reports – verification that Vendor has filed SEC Certification Reports for fiscal years 2016, 2017, and 2018, which acknowledges in all material respects Vendor's financial affairs have been accurately reported to the SEC.
- Current Dun & Bradstreet or Credit Bureau report, which must be the original report issued by the reporting company – copies are not acceptable
- Major Supplier Credit Level – submit a copy of authorizing letter(s) from either Vendor's suppliers or bank documenting Vendor's credit level with its major suppliers
- Federal Bankruptcy Proceedings – submit a description of any bankruptcy proceedings, including filing date, chapter type, and disposition, as filed by the Vendor or their subsidiaries, suppliers/subcontractors, or manufacturers from whom products and/or services will be provided to Members

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

11.2. Vendor’s Banking References:

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

Bank Name 1: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Bank Address: _____ PO Box: _____

City: _____ State: ____ Zip: _____

Services: ___Checking Account ___Savings Account ___Line of Credit

Loans: ___Secured and/or ___Unsecured ___Property Mortgage

Bank Name 2: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Bank Address: _____ PO Box: _____

City: _____ State: ____ Zip: _____

Services: ___Checking Account ___Savings Account ___Line of Credit

Loans: ___Secured and/or ___Unsecured ___Property Mortgage

Bank Name 3: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Bank Address: _____ PO Box: _____

City: _____ State: ____ Zip: _____

Services: ___Checking Account ___Savings Account ___Line of Credit

Loans: ___Secured and/or ___Unsecured ___Property Mortgage

11.3. Vendor's Auditors:

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

Current Auditing Firm: _____

Number of year's firm has conducted Vendor's audits: ___Year Expires (MM/YY): ____/____

Address: _____ PO Box: _____

City: _____ State: ____ Zip: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Previous Auditing Firm: _____

Number of year's firm has conducted Vendor's audits: ___Year Expired (MM/YY): ____/____

Address: _____ PO Box: _____

City: _____ State: ____ Zip: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Reason for not retaining: _____

Previous Auditing Firm: _____

Number of year's firm has conducted Vendor's audits: ____Year Expired (MM/YY): ____/____

Address: _____ PO Box: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Telephone: (____) _____ x_____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Reason for not retaining: _____

11.4. Customer References

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

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

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

11.5. Current Customer References:

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

Customer Name 1: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$ _____

Project Came In On Budget: ___Yes ___No

Successful Contract Completion: ___Yes ___No

Authorization received for MiCTA to contact customer directly: ___Yes ___No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x _____ E-Mail: _____

Customer Name 2: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$ _____

Project Came In On Budget: ___Yes ___No

Successful Contract Completion: ___Yes ___No

Authorization received for MiCTA to contact customer directly: ___Yes ___No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x _____ E-Mail: _____

Customer Name 3: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$_____

Project Came In On Budget: Yes No

Successful Contract Completion: Yes No

Authorization received for MiCTA to contact customer directly: Yes No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x_____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x_____ E-Mail: _____

11.6. Prior Customer References:

Reflects projects and/or purchases awarded and completed 12-24 months ago:

Customer Name 1: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$_____

Project Came In On Budget: Yes No

Successful Contract Completion: Yes No

Authorization received for MiCTA to contact customer directly: Yes No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x _____ E-Mail: _____

Customer Name 2: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$ _____

Project Came In On Budget: Yes No

Successful Contract Completion: Yes No

Authorization received for MiCTA to contact customer directly: Yes No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x _____ E-Mail: _____

Customer Name 3: _____

City: _____ State: _____ Zip: _____

Products or Services Provided _____

Contract Start Date: _____ Completion Date: _____

Project Estimated Dollar Value: \$ _____

Project Came In On Budget: Yes No

Successful Contract Completion: Yes No

Authorization received for MiCTA to contact customer directly: ___Yes ___No

Customer Coordinator: _____ Title: _____

Telephone: (____) _____ x_____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Customer Technician: _____ Title: _____

Telephone: (____) _____ x_____ E-Mail: _____



12. Sample Master Service Agreement

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

MASTER SERVICE AGREEMENT APPROVED VENDOR AWARD CONTRACT NUMBER: # [RFP]

This Master Service Agreement (“Agreement”) is made by and between Your Company, (“Seller”) with principal offices located at [LOCATION], and MiCTA with principal offices located at 4805 Towne Centre, Suite 100, Saginaw, Michigan 48604.

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

WHEREAS, this agreement is for the benefit of all MiCTA members, entities eligible to become MiCTA members and which do so, and all educational and governmental units which are members (collectively “Members”);

WHEREAS, Seller wishes to provide to Members products and/or services as proposed in Seller’s response to RFP # [RFP] for [PRODUCTS/SERVICES];

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

WHEREAS, Seller is awarded Approved status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for [RFP], been judged by MiCTA to be a good **value** for Seller’s service and product areas (as identified at the Approved section of MiCTA’s web site) based on price, quality, service, etc. as identified during the RFP evaluation process;

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

1. MASTER SERVICE AGREEMENT:

1.1. Seller agrees to offer to Members meeting credit criteria, products and services as set forth in the Seller’s response to [RFP], attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller’s offer to provide to Members the products and services, as set forth in Seller’s response to the [RFP] set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms and conditions of the Member Participation Agreement, Attachment C, which each MiCTA Member must sign with Seller.

2. MASTER SERVICE AGREEMENT TERM:

2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for three (3) years, or until [DATE] (“Expiration Date”), whichever is earlier, **subject to the 12-month Proof of Performance, which is described in detail in Attachment D.**

2.2. MiCTA reserves the right to extend the term of this Agreement for up to three (3) additional one-year terms providing the products, service and pricing meet or exceed MiCTA's standards, and Seller has met and continues to meet all the terms and conditions of this Agreement, specifically including without limitation the reporting and Administrative Fee requirement incorporated in this Agreement from Attachment D.

3. EXCLUSIVE AGREEMENT:

3.1. Seller agrees that this Agreement is for the sole use of all Members. Seller shall not disclose the terms, negotiated pricing and/or benefits provided to Members pursuant to this Agreement to any non-Member.

3.2. Seller agrees that this Agreement supersedes all existing Master Service Agreements containing products and/or services within the scope of [RFP]. Nonetheless, any Member Participation Agreements still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their terms until their expiration. Any new Member Participation Agreements would then be under the terms of this Agreement

4. HIGHLY COMPETITIVE PRICING:

Seller hereby agrees to provide all Members with Highly Competitive Pricing throughout the term of this agreement. "Highly Competitive Pricing" means that Seller will offer all Members its most competitive pricing option that it has made available to similarly situated institutions and/or organizations in comparable markets. This provision extends to all products and services provided by Seller under this Agreement.

5. CREDIT CRITERIA

Seller is not obligated to provide service to a Member that does not satisfy Seller's credit criteria.

6. APPOINTMENT OF SALES REPRESENTATIVE:

MiCTA is hereby appointed an independent sales representative with limited authority to solicit, on behalf of Seller, Members as customers for Seller's products and/or service, subject to the terms of this Agreement.

7. ACCEPTANCE OF INDEPENDENT SALES REPRESENTATIVE APPOINTMENT:

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

8. RELATIONSHIP OF PARTIES:

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

8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not constitute or create a general agency, joint venture, partnership,

employee relationship or franchise between them, and that MiCTA is an independent contractor with respect to the services provided under this Agreement.

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

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

9. CONTRACT DOCUMENTS:

The documents that comprise this Agreement are this Agreement and any attachments or addenda, the [RFP], the Seller's response to such RFP and any attachments or addenda. Each Member that purchases service from Seller shall also have a Member Participation Agreement with Seller.

10. RESOLVING CONFLICTING LANGUAGE:

In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's response to the RFP and any attachments or addenda, and third, the [RFP] and any attachment or addenda. Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above listed documents.

11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:

Seller agrees to designate an Account Representative to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Members regardless of their physical location. In addition, the Account Representative is the responsible contact for reporting to MiCTA on a periodic basis, MiCTA total gross sales revenue, as provided in Attachment D.

Additionally:

11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this Agreement.

11.2 Seller agrees to notify MiCTA of any personal changes with the assigned Account Representative, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant.

11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if requested to do so by MiCTA.

12. MARKETING AND SALES AIDS:

12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon marketing plan provided by the Seller.

12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products and/or services.

12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.

12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.

13. LOGO AND NAMES:

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

14. CONFERENCE SUPPORT:

14.1 Seller agrees to provide funding not to exceed \$5,000, to support at least one MiCTA sponsored conference annually. Such support may be in the form of conference lecturer, training session, booth display, social gathering/event, opening or closing banquet, and/or provide door or event prizes.

14.2 If not already an associate member with MiCTA, Seller agrees to become an "Associate Member", and keep such status in good standing for the full term of this Agreement.

15. FORCE MAJEURE:

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

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 in writing 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], and as attached as Attachments A & B, to be offered to all Members.

17.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across the country.

18. PRICING REVIEW DATES:

Seller's approved vendor 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 Members no later than one (1) week after contract execution. MiCTA reserves the right to review and renegotiate 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 Members 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 Members Net 30-Days invoice terms, unless otherwise agreed with the Member.

20. MEMBER'S EXISTING PARTICIPATION AGREEMENTS:

Members who have existing unexpired Member Participation Agreements for the same or similar products and services will be entitled to (1) continue under the existing Member Participation Agreement, or (2) immediately renew with Seller under the terms of this Agreement, or (3) Member and Seller may mutually agree to enter a new Member Participation Agreement under this Agreement.

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 Commission, September 9, 1999, effective March 1, 2000, when applicable. 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 Member Participation Agreement entered into by Seller and individual Members will be governed by and construed in accordance with the laws of the state in which service is provided to a Member.

25. NO WAIVER:

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

26. SEVERABILITY:

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

27. BINDING EFFECT AND ASSIGNMENT:

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns. Neither Party may not assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent of the other Party. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent to a wholly owned subsidiary so long as the services provided to Members are unaffected.

28. CANCELLATION/TERMINATION:

28.1. Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has not been cured within thirty (30) days after delivery of such notice. See also Attachment D – Proof of Performance during first twelve (12) months of this Agreement.

28.2 Members shall be responsible for all sums due and owed the seller for products or services provided under this Agreement.

29. SURVIVORSHIP OF PROVISIONS:

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

30. NOTICES:

30.1 Notices to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and properly given on the earlier of:

30.1.1 Date such notice has been received; or

30.1.2 Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to Seller at:

VENDOR
123 Street Address
City, State 12345

or at such addresses as seller may designate, in writing, from time to time, or to MiCTA addressed as follows:

MiCTA
Tim von Hoff, Chief Executive Officer
4805 Towne Centre Suite 100
Saginaw, Michigan 48604

or at such address as MiCTA may designate, in writing, from time to time.

31. HEADINGS:

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

32. IMPLEMENTATION DATES:

Seller’s Approved status, as applicable, will become effective upon execution of this Agreement by all parties. MICTA and Seller shall exercise all reasonable efforts, consistent with Article 12 of this Agreement, Marketing Support and Sales Aids, to make Seller’s price list(s) for products/services, as set forth in Attachments A and B to this Agreement, available to Members as soon as practicable after the Effective Date of this Agreement

33. ENTIRE AGREEMENT:

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

34. CONTRACT EXECUTION:

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

FOR: MICTA

FOR: Your Company

Tim von Hoff
Chief Executive Officer

Authorized Signature
TITLE _____

Date: _____

Date: _____



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

MASTER SERVICE AGREEMENT
CONTRACT NUMBER: _____

ATTACHMENT A – SELLERS MiCTA PROGRAM OFFERING



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

MASTER SERVICE AGREEMENT
CONTRACT NUMBER: _____

ATTACHMENT B – SELLERS MiCTA PROGRAM PRICING

MASTER SERVICE AGREEMENT

CONTRACT NUMBER: _____

Appendix C – Sample Member Participation Agreement:

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] 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 the Member's state or institutional purchasing requirements.

C.1 Appropriated Funding:

Members purchasing products, services, and/or support awarded under [RFP] 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.

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.

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.

C.4 Financial Stability:

Seller will acknowledge that MiCTA Members rely on Seller's financial statements, including those filed with the Securities and Exchange Commission, 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 or making other representations of its own financial stability, Seller affirms that, to the best of its knowledge in all material respects, it has accurately reported its financial affairs. 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's Participation Agreements may be terminated, or the obligations thereunder reduced or eliminated.

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

C.5 Copyright Requirements:

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

C.6 Indemnification:

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

C.7 Alternate Product Sourcing:

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

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

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

C.8 Liquidated Damages:

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

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

C.8.2 Member shall have the right to liquidate such damages by taking a bill credit.

C.9 Insurance Requirements:

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

the term of Member's Participation Agreement. Coverage should minimally include the following:

C.9.1 Workers Compensation Insurance

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

C.9.3 Services / Products / Completed Operations Aggregate

C.9.4 Vehicle Insurance for vehicles and other motorized or specialized equipment used in the performance of this agreement.

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. 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 both the Member that minimally include 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 project hardware, peripheral equipment 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 Member system components.

C.13.3 Seller is responsible for providing an evaluation/analysis or survey of Member's existing systems (including any required 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 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:

Seller agrees to initiate a project with a MiCTA Member within seven (7) business days 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 any products or services that require licensure for use.

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. If the use of non-certified installers will void a manufacturer's warranty, Seller agrees to use only certified installers for the product installation.

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 for warranted equipment provided for use with this project.

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.

MASTER SERVICE AGREEMENT

CONTRACT NUMBER: _____

Attachment D – Reporting and Administrative Fees Due MiCTA

D.1. Administrative Fees/Restrictions:

Upon acceptance of an order by Seller, Seller agrees to pay MiCTA an 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:

- D.1.1. *MiCTA Account* shall mean a Member that purchases Seller's products or services under this Agreement and the Member Participation Agreement with Seller.
- D.1.2. *Eligible Net Revenue* means all revenue received from MiCTA Members, but shall not include: (i) any revenues received by Seller for goods and services that are not within the scope of [RFP]; (ii) any pass-through access/egress (or related) charges imposed by third parties; (iii) any non-recurring charges imposed on or by Seller's tariffs; (iv) any pass-through directory assistance charges; (v) any taxes or surcharges; and (vi) any promotional or other credits granted by Seller.
- D.1.3. The only Administrative Fees or compensation due MiCTA under this Agreement shall be those Administrative Fees payable on all MiCTA Accounts pursuant to Member Participation Agreements for products and services within the scope of [RFP].
- D.1.4. Administrative Fees are to be paid monthly beginning sixty (60) days after the billing date starting with the first full month's billing by Seller of a Member, and Fee payments shall be made at the end of the appropriate calendar month. Notwithstanding anything else, Seller is only required to pay Administrative Fees on the actual "Eligible Net Revenues" received from a Member.
- D.1.5. Notwithstanding the above, in the event that Administrative Fees due MiCTA total less than \$50.00 for any given payment period, Seller shall have the right to withhold payment of such Fees until the total reaches \$50.00, and then Seller shall pay to MiCTA such aggregated Fees in the next payment period.
- 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.
- D.1.7. MiCTA does not guarantee a minimum sales volume or estimated sales volume for this Agreement.
- D.1.8. MiCTA is solely responsible for the payment of any taxes or assessments in connection with its receipt of Administrative Fee payments hereunder.

D.2. REQUIRED SALES/ADMINISTRATIVE FEE REPORTS:

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

even if no sales are made during the period, so that the Seller certifies that no sales were made to MiCTA Members.

Reports should be sent electronically to:

Josie.Enriquez@mictatech.org
micta@mictatech.org

Sales/Administrative Fee Reporting Process:

- D.2.1. Reports must include a list of **all** purchases by MiCTA Members from the Seller.
- D.2.2. Seller will be required to submit an Annual Report of all MiCTA Member purchases within 30-days of the Seller's fiscal year close.
- D.2.3. Any failure to file reports of Member sales, or no sales as the case may be, is a breach of this Agreement.
- D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA Administrative Fees paid by seller, on an annual basis. Seller shall bear the costs of the audit should the results of the audit identify a material amount of unpaid Administrative fees. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.
- D.2.5. Seller agrees to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.
- D.2.6. Seller agrees to pay all Administrative Fees due on all unreported Eligible Net Revenue with MiCTA Accounts revealed during an audit, plus 20% of such unpaid fees as a penalty.
- D.2.7. MiCTA will repay any over-paid Administrative Fees disclosed during an audit and such repayment may be an offset against future Administrative Fees.
- D.2.8. As part of the sales reporting process, Seller agrees to provide to MiCTA a copy of the invoice or purchase order from each sale to a MiCTA Member.

D.3. Proof of Performance – First Twelve (12) Months

D.3.1 Notwithstanding any other provision of this Master Service Agreement, Seller agrees that during the first twelve (12) months of this agreement Seller will demonstrate significant efforts to make sales to MiCTA Members, implement a plan to market Seller's products or services to the MiCTA Members, promptly file the required sales reports pursuant to D.2, even if no sales were made during the period, and pay all Administrative Fees due pursuant to D.1. If no sales are made within 12 months from the date of signing the MSA, MiCTA has the right to and will terminate the MSA, unless the vendor can demonstrate to MiCTA's satisfaction that significant efforts have been made to market the vendor's MiCTA approved products and services to MiCTA members.

Intent To Respond Form

MiCTA 2019 Fiber Build-Out, Dark and Lit Fiber, Structured Cabling, Outside Plant, Internet Access, and Last Mile Services RFP (#MT-FBOS)

_____ has received and reviewed the MICTA 2019 Fiber Build-Out, Dark and Lit Fiber, Structured Cabling, Outside Plant, Internet Access, and Last Mile Services Request For Proposals (RFP). We may submit a proposal response.

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.

Contact Information

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

Primary Contact:

Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Secondary Contact:

Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Legal Counsel:

Name: _____ Title: _____

Telephone: (____) _____ x _____ Fax: (____) _____

E-Mail Address: _____ URL: _____

Please return This Form By 4:30 PM Monday, June 17, 2019 to (989) 753-2655 or to rpf@mictatech.org. Submitting this form does not obligate you to respond to the RFP. Not submitting this form does not preclude you from responding.