



# Request For Proposals

## # MT-TISA 2010

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### Telecommunications, Internet, Specialty Services and Applications

**Issued by:**

MiCTA  
515 North Washington Avenue, Suite 405  
Saginaw, MI 48607  
(888) 964-2227

Kirtland Community College  
10775 North St. Helen Road  
Roscommon, MI 48653

**RFP SCHEDULE**

**Issue Date:** January 4, 2010

**Question deadline for Vendor teleconference:** Monday, January 11, 2010, 4:30 PM EST

**Intent To Respond Deadline:** Monday, January 11, 2010, 4:30 PM EST

**Vendor Teleconference:** Wednesday, January 13, 2010, 1:00 PM EST - 4:00 PM EST

**Deadline for written questions:** Tuesday, February 23, 2010, 4:30 PM EST

**RFP Response Deadline:** Monday, March 1, 2010, 4:30 PM EST

**RFP CONTACT**

Tim von Hoff  
Chief Operating Officer, MiCTA  
rfp@mictatech.org

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211 **Introduction**

212 **Request For Proposals**

213 On behalf of its member institutions, MiCTA joins with Kirtland Community College to  
214 issue this Request For Proposals (RFP). This RFP seeks qualified potential vendors to  
215 provide:

- 216 • Tariffed telecommunications services
- 217 • Voice over IP telephony services
- 218 • Internet services
- 219 • Cellular and wireless communications services
- 220 • Specialty services and applications, including:
  - 221 ○ Managed email solutions
  - 222 ○ Data storage and backup
  - 223 ○ Professional services
  - 224 ○ Network and Desktop Security
  - 225 ○ Business Continuity, Disaster Recovery, and Remote Computing
  - 226 ○ Global Positioning Systems and Fleet Management
  - 227 ○ Comprehensive Conferencing Solutions
  - 228 ○ Miscellaneous Services
  - 229 ○ Power Backup and Emergency Power Systems
  - 230 ○ Extended Warranty and Maintenance Services
- 231 • Related telephony, network and specialty equipment

232 **This RFP does not seek classroom audio-visual equipment or emergency**  
233 **notification systems or services.** Please visit the MiCTA Web site  
234 ([www.mictatech.org](http://www.mictatech.org)) for more information about products and services governed by our  
235 current Master Service Agreements (MSA).

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

242 This document will serve as a basis for your response. In addition to responding to the  
243 questions placed herein, prospective vendors will complete a cost proposal that details  
244 all of the costs, fees, and charges associated with their proposed services. This cost  
245 proposal will be delivered along with the rest of your response documents in a separate,  
246 sealed envelope that is clearly marked as containing the cost proposal. More information  
247 on the format of your response will be provided on pages 6-8 of this document.

248 **Purpose and Scope of RFP**

249 The purpose of the RFP is to solicit offers from qualified potential vendors who can  
250 provide high quality, low-cost telecommunications, Voice over IP (VoIP), Internet  
251 services, cellular and wireless communications services, specialty services and  
252 applications, and related telephony and networking equipment, (or some subset thereof)  
253 to our members under the terms of our MSA.

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

257 The MSA includes the body of the MSA, Attachment A, which lists the services or  
258 products included in the offer, Attachment B, which is the price list, Attachment C  
259 which is a sample of the Member Participation Agreement, which Members enter into  
260 with the vendor to accept the offer in the MSA, and Attachment D, which describes the  
261 commissions and reporting required of vendors.

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

266 **About The Issuers**

267 **About Kirtland Community College**

268 Kirtland Community College annually serves about 3,200 students, who are able to  
269 choose from more than 80 certificate- and two-year-degree programs at the college's  
270 three locations – the main campus near Roscommon, the Michigan Technical Education  
271 Center (M-TEC) in Gaylord and in West Branch. Kirtland Community College serves  
272 the North Central portion of Michigan's Lower Peninsula and is a typical MiCTA  
273 member.

274 **About MiCTA**

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

282

283 Among MiCTA's other primary functions are:

- 284 • To identify and resolve voice, data and video problems common to its members;
- 285 • To act as a centralized information source for information related to these  
286 technologies;



- 287 • To locate and disseminate information on new products and services to its  
288 members;
- 289 • To enhance the competence and professional status of members' personnel
- 290 • To influence the development, reduce the cost and improve the quality of voice,  
291 data and video services delivered to the members;
- 292 • To participate in governmental and regulatory proceedings that affect technology  
293 issues of central interest and importance to the members.

294  
295 MiCTA provides an easy venue for contract purchasing. By issuing an RFP on behalf of  
296 our membership, we reduce the time it takes to complete a purchase. Based upon the  
297 MSA with our endorsed and approved vendors, we provide mutual marketing support  
298 that benefits MiCTA, our membership and our authorized vendor partners.

### 299 **The MiCTA Model**

#### 300 **MiCTA Membership**

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

306  
307 **For the purpose of developing the cost proposal for this RFP, potential vendors**  
308 **should assume that MiCTA is paid a 2% fee on high-volume telecommunications**  
309 **services and a 4% fee on sales of all other products and services generated through**  
310 **contracts established by this RFP.**

#### 311 **Member and Vendor Benefits**

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

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

#### 321 **Potential Sales Volume**

322 MiCTA does not collect comprehensive statistics regarding telephone service usage by  
323 its membership. MiCTA does not have information regarding bandwidth consumption  
324 by its members. MiCTA does not have information regarding cellular and wireless  
325 telephony usage by its members, however we anticipate that the percentage and dollar  
326 amounts associated with cellular and wireless and Internet service usage by our

327 membership will increase substantially during the term of this Master Service  
328 Agreement. We also anticipate that this usage may increase at the expense of traditional  
329 wireline services.

### 330 **Universal Service Fund Participation**

331 MiCTA intends to file a consortium USF Form 470 on behalf of all e-rate eligible  
332 MiCTA members. All e-rate eligible MiCTA members will be able to use this USF  
333 Form 470 to obtain funding for e-rate eligible services for the duration of the MSA. Not  
334 all MiCTA members are eligible for e-rate funding. This funding opportunity is limited  
335 to K-12 schools, libraries and certain health care providers.

### 336 **RFP Status**

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

### 342 **Freedom Of Information Act**

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

347

348 **Responding To This RFP**

349 Prospective vendors may respond to a single section of this RFP. Potential vendors may  
350 also respond to multiple sections of this RFP in a single, comprehensive offer. Potential  
351 vendors should provide their best possible pricing on products and services included in  
352 their offer. Responding to this RFP constitutes a legal offer to provide the goods or  
353 services at the prices bid.

354 **Eligibility To Respond**

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

363 **Collusion Among Bidders, Response Rejections**

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

369 **Personal Gain**

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

378 **Intent To Respond Form**

379 All potential vendors should provide complete, correct contact information using the  
380 Intent To Respond form that accompanies this RFP. Potential vendors that do not  
381 provide a completed Intent To Respond Form may not receive updates, clarifications  
382 and responses to questions submitted by other potential vendors. Potential vendors  
383 should complete and return the Intent To Respond Form no later than **4:30 PM EST,**  
384 **JANUARY 11, 2010.** Vendors may still submit a responsive offer without submitting an  
385 Intent To Respond Form. Returning the Intent To Respond Form does not obligate a

386 potential vendor to submit a response to this RFP.

### 387 **RFP Contact**

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

389 Tim von Hoff  
390 Chief Operating Officer, MiCTA  
391 515 North Washington Street, Suite 405  
392 Saginaw, MI 48607  
393 (888)-964-2227  
394 (989) 753-2655  
395 rfp@mictatech.org

### 396 **Pre-Proposal Webinar/Teleconference**

397 MiCTA will host a pre-offer teleconference on **Wednesday, January 13, 2010 from**  
398 **1:00 PM EST to 4:00 PM EST**. The conference will provide an opportunity to review  
399 the RFP document and requirements, ask questions and receive clarifications. To make  
400 the most efficient use of the vendor teleconference, potential vendors are strongly  
401 encouraged to submit questions via email to the RFP contact by **Monday, January 11,**  
402 **2010 at 4:30 PM EST**. Additional questions may be answered during the  
403 teleconference.

404 The teleconference dial in information is as follows:

405 **Dial in number:** (877) 928-4109

406 **Participant passcode:** 1586460

### 407 **RFP Questions**

408 MiCTA requires all prospective vendors to submit questions and clarification requests in  
409 writing to the RFP contact. MiCTA explicitly cautions prospective vendors not to rely  
410 on oral representations regarding this RFP. Prospective vendors may submit questions  
411 regarding the RFP **in writing** until **TUESDAY, FEBRUARY 23, 2010 at 4:30 PM**  
412 **EST**. MiCTA is not responsible for late or misdirected email, postal mail or faxes.  
413 MiCTA will not guarantee a response to questions submitted after this date.

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

### 417 **RFP Closing Date and Time**

418 Potential vendors must submit their offers no later than **4:30 PM EST Monday, March**  
419 **1, 2010**. MiCTA has divided this RFP into sections that correspond to various products  
420 and services. Potential vendors may choose to respond to one, many or all of the  
421 section(s) of the RFP. The vendor must submit a complete response for each selected  
422 section. The Evaluation Committee will not consider incomplete offers.

423 **RFP Response Format Requirements**

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

427  
428 This RFP is provided to you as an editable Microsoft Word document. Each section  
429 poses a series of questions and contains a Response indicator. Please place your  
430 response in this section.

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

437  
438 Your response must be returned in this electronic form, along with the number of paper  
439 copies requested. Attachments to this proposal must be identified as indicated within the  
440 RFP. If a requested attachment is not included or is improperly labeled, your response  
441 may be considered incomplete and will be scored accordingly.

442  
443 *Potential vendors are expressly warned against modifying the text of the RFP*  
444 *document.* Doing so will disturb the evaluation tools that will be used in conjunction  
445 with this response form. MiCTA assumes no responsibility for correcting the format of  
446 modified response forms, permitting corrections once the response deadline has passed  
447 or correcting any errors that result from improperly modified RFP forms. Potential  
448 vendors may not apply any form of security, encryption or password protection to the  
449 response form.

450  
451 Potential vendors must submit **ONE bound, printed original** offer that is manually  
452 signed by an officer of the company with the authority to bind the potential vendor to its  
453 offer. The original offer must include all attachments and other required documentation.

454  
455 Potential vendors must also submit **SEVEN bound, printed copies** of their offer with  
456 all attachments and other required documents. MiCTA will consider responses that do  
457 not contain these copies to be incomplete.

458 Potential vendors must also submit **ONE CD/DVD** with an electronic copy of the offer,  
459 all attachments and other required documents with the exception of audited financial  
460 reports. MiCTA will consider responses that do not contain this CD/DVD to be  
461 incomplete.

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

- 463 • Cover Letter/Letter of Transmittal, manually signed as

- 464 described in the following section
- 465 • Executive Summary as described in Executive Summary
  - 466 Requirements
  - 467 • Corporate Overview (Section 1 of the RFP document)
  - 468 • Technical Response (Sections 2-7)
  - 469 • Cost Proposal, placed in a sealed envelope marked
  - 470 COST PROPOSAL. Include printed copies of all schedules, spreadsheets and
  - 471 other requested cost information.
  - 472 • Vendor Profile
  - 473 • Attachments. Must be clearly labeled with the pertinent
  - 474 section/question number.
  - 475 • Audited financial statements (may be submitted under
  - 476 separate binding).

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

482 MiCTA does not intend to conduct a public bid opening, however bids will be opened  
483 on Tuesday, March 2, 2010.

#### 484 **Cover Letter Requirements**

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

- 488 The section (or sections) to which the prospective vendor is responding;
- 489 The prospective vendor has read and understands the RFP requirements;
- 490 The prospective vendor has provided a copy of the MSA to its legal counsel;
- 491 The prospective vendor has raised its objections to the MSA in its response;
- 492 The prospective vendor will extend its most favorable pricing to MiCTA
- 493 members at all times, if its proposal is successful
- 494 The prospective vendor has never been a MiCTA vendor, OR
- 495 is a current or past MiCTA vendor and is fully in compliance with its existing or
- 496 prior Agreement with MiCTA;
- 497 The prospective vendor accepts the conditions of the RFP;
- 498 The prospective vendor is committing itself to the prices, products and services
- 499 offered in the response
- 500 The prospective vendor understands and agrees that MiCTA determination is
- 501 final and waives any rights to protest or appeal MiCTA determinations.

#### 502 **Executive Summary Requirements**

503 Each conforming response will contain an executive summary of not more than two

504 pages in length. The purpose of the executive summary is to explain the features and  
505 benefits of the prospective vendor's offer(s). The Executive Summary should briefly  
506 introduce the potential vendor to the Evaluation Committee; describe the vendor's  
507 approach to solutions sought by the RFP; describe the major features and benefits of the  
508 prospective vendor's approach; offer insight into risks that may arise from this RFP or  
509 the vendor's response; provide a generalized pricing summary (detailed pricing will be  
510 required in the pricing section of the response); an explanation of how pricing for the  
511 proposal was arrived at; any pricing constraints applied to the RFP; and any additional  
512 costs that this RFP did not anticipate.

### 513 **Identification Of Prime Contractor On Joint Proposal Submissions**

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

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

### 524 **Vendor Profile**

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

### 528 **Customer References**

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

### 532 **Most Favorable Pricing, and State or Regional Offer Variations**

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

### 539 **Incorporated References**

540 Please write out all responses in full. Do not "incorporate" brochure or product literature  
541 references, direct the reader to Web pages, or refer to other third-party documentation in

542 this response. Clearly label all supporting material.

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

#### 546 **Late Proposals**

547 Prospective vendors must submit their proposals no later than **Monday, March 1, 2010**.  
548 Potential vendors that miss the proposal response deadline risk having their offer  
549 eliminated from consideration. The Evaluation Committee reserves the right to reject all  
550 late and non-conforming proposals without any consideration. The Evaluation  
551 Committee is under no obligation to permit corrections, additions, or modifications to a  
552 proposal once the submission deadline has passed. Timely delivery of the prospective  
553 vendor's proposal is the sole responsibility of the submitter.

#### 554 **Cost Of Response**

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

557



## 558 **Evaluation of Proposals**

559 A committee of technical and administrative professionals who are subject matter  
560 experts will evaluate all complete, responsive proposals March 14-March 20, 2010.  
561 MiCTA will evaluate each proposal without regard to the potential vendor's market  
562 share; the number of different products and services in the potential vendor's proposal;  
563 and the potential vendor's area(s) of operation. Successful proposals will provide the  
564 best combination of price, value and service in MiCTA's sole determination.

565 The committee will:

- 566 • Award evaluation points for all proposals based on their adherence to  
567 technical, administrative and managerial requirements
- 568 • Ask for clarifications, demonstrations or presentations to inform the  
569 committee's decision-making
- 570 • Evaluate the financial stability of prospective vendors and their  
571 subcontractors
- 572 • Evaluate vendor performance via customer referrals and Member  
573 experiences
- 574 • Make acceptance recommendations in whole or in part based upon the  
575 proposal's ability to meet any or all of the RFP's requirements
- 576 • Make rejection recommendations in whole or in part based upon failure  
577 to meet any or all proposal requirements, or the presentation of what in the  
578 committee's sole judgment represents an unacceptable risk to MiCTA or its  
579 membership.

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

## 584 **Product Demonstration**

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

## 588 **Evaluation Criteria**

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

595 Each element of the RFP will be evaluated. Consideration will be given to the proposals

596 as follows:

597 **45% - Cost Proposal**

598 **25%- Response to the Technical Requirements**

599 **20% - Ability to work within the terms of the Master Service Agreement**

600 **10% - Administrative Requirements, Vendor Profile, Customer References**

601

602 **PLEASE NOTE:**

603 MiCTA **will not** issue a "Best And Final Offer" (BAFO) as part of the evaluation  
604 process. Pricing is of primary importance to the evaluation committee. The proposer's  
605 original offer is assumed to include the best possible pricing and will be evaluated **as**  
606 **written.** During the evaluation period, potential vendors **will not** be given an  
607 opportunity to revise the pricing in their offers. Therefore, high-cost proposals risk  
608 elimination at the evaluation stage.

609

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

616 Following action by the Board of Directors, MiCTA may invite qualified potential  
617 vendors to enter into a two-year MSA with three one-year extensions. MiCTA plans to  
618 execute MSAs with more than one vendor within each RFP section to provide these  
619 products and services.

620 **The term of the MSA and the number and length of the extensions are not**  
621 **negotiable. Potential vendors that cannot accommodate these specific terms should**  
622 **not respond to this RFP.**

623 **Length of Offer**

624 All elements of the offer must remain valid from the time of submission through the  
625 close of business on September 30, 2010 and for the length of the Master Service  
626 Agreement and its extensions for successful vendors. MiCTA expects to conclude  
627 execution of all MSAs no later than **September 30, 2010**. Potential vendors who have  
628 **not** executed an agreement with MiCTA at that time are eliminated.

629

## 630 Master Service Agreement

### 631 The MiCTA Master Service Agreement

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

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

### 641 Objections And Concerns Regarding Provisions In The Master Service Agreement

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

### 647 Existing Master Service Agreements

648 This RFP includes some services for which MiCTA has existing MSAs. This process  
649 will replace these MSAs once they have expired according to their terms. Local/regional  
650 and national providers are equally encouraged to respond. Current and past vendors hold  
651 no special advantage within this RFP process.

### 652 Purchases By MiCTA Members

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

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

### 664 Allowable Use of The MiCTA Relationship

665 Vendors who successfully enter into a Master Service Agreement with MiCTA will be  
666 given direct access to MiCTA's membership for the purpose of selling products and

667 services specifically governed by the MSA. Successful vendors may not use this access  
668 as a means to sell, promote or offer services that are not governed by their MSA.

669  
670 With MiCTA's agreement, new products and services that are developed or made  
671 available following the execution of a MSA may be added or appended to the MSA  
672 during the contract period. MiCTA may assist in the introduction and promotion of these  
673 products and/or services as agreed upon, and sales of these products and services will  
674 incur a commission identical to that agreed upon in the MSA. Violations of this  
675 provision may result in the termination of the MSA.

#### 676 **Acceptance of Offers**

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

#### 681 **Close of Process**

682 Without any additional notice, MiCTA reserves the right to terminate discussions with  
683 potential vendors that do not have a fully executed MSA in place by the close of  
684 business on **Thursday, September 30, 2010.**

685

686 **Member Participation Agreements**

687 Under the MiCTA MSA, MiCTA members will negotiate a participation agreement with  
688 the successful vendor. The member participation agreements are separate agreements  
689 between successful vendors and MiCTA members. Except as described in this section,  
690 MiCTA is not a party to the member participation agreements among its members and  
691 its endorsed or approved vendors.

692 Member participation agreements are legal binding contracts to provide products and  
693 services under this MiCTA MSA. The Member participation agreement defines the  
694 additional purchasing terms and conditions imposed by the Member. Potential vendors  
695 should anticipate the following terms that will apply universally to Member participation  
696 agreements.

697 **Potential Vendors And Subcontractors:**

698 The potential vendor assumes full responsibility for its subcontractors' performance  
699 under this agreement. The potential vendor warrants that all of its subcontractors are  
700 manufacturer-authorized or certified to sell, resell, install and/or service the products and  
701 services they offer. The potential vendor agrees to supply written proof of these  
702 manufacturer authorizations or certifications upon Member request.

703 **Member Funding:**

704 In most cases, MiCTA Members receive yearly appropriated funding. Members reserve  
705 the right to cancel multi-term Member Participation Agreements whenever they do not  
706 receive funding designated to support products and services included in the Member  
707 Participation Agreement. The Member recognizes that this does not affect either its own  
708 rights or the potential vendor's rights under any termination clause in the Master Service  
709 Agreement.

710 **Multi-Year Agreements**

711 Members may be limited in their abilities to enter into multi-year agreements. Therefore,  
712 members will determine the length of the Member Participation Agreement. Your  
713 pricing must clearly identify any discounts that are reserved for multi-year Member  
714 Participation Agreements. If your cost proposal does not specifically identify multi-year  
715 discounts, the offered pricing will apply to all Member Participation Agreements,  
716 irrespective of the agreement's term.

717 **Performance Bond:**

718 Members reserve the right to require a substantially acceptable performance (surety)  
719 bond as part of a Member Participation Agreement. The Member and potential vendor  
720 will negotiate the bond amount and due date before entering into the Member  
721 Participation Agreement. The Member reserves the right to terminate a Member  
722 Participation Agreement if the potential vendor refuses or fails to supply a substantially

723 acceptable performance bond. The potential vendor will forfeit the performance bond if  
724 it fails to perform its contractually defined obligations.

725 **Payment Reserve:**

726 Member reserves the right to reserve payment in full of a Member Participation  
727 Agreement pending the final acceptance of all products, work and workmanship  
728 associated with the terms of the Member Participation Agreement. The amount of the  
729 reserve shall be 10% of the total value of the Member Participation Agreement unless  
730 both parties agree to a different reserve amount.

731 **Member Invoice Terms:**

732 The potential vendor agrees to provide monthly invoices directly to the Member. All  
733 invoices shall include a detailed cost breakdown of all products, services, features,  
734 equipment, and other elements that bear a cost of any sort to the Member. The detailed  
735 breakdown will include quantities, unit costs, hourly rates and all other cost information.

736 The potential vendor agrees to provide Members with the following invoice terms:

737 1/10 - Net 30 Days for small projects and equipment orders

738 Net 30 Days on mid to large projects and orders

739 Progression payment terms of: 50% with purchase order, 40% installation, and

740 10% upon system acceptance for large projects.

741  
742 The potential vendor agrees to accept checks, money orders, institutional purchase  
743 orders, credit card payments or electronic fund transfers payments at no charge to the  
744 Member.

745 **Freight Terms:**

746 The potential vendor and all of its subcontractors agree to provide the following freight  
747 terms:

748 **Shipping Terms:**

749 F.O.B. Destination: ground transportation, within the continental United States,  
750 at no additional cost to the Member. Transfer of title and risk of loss pass to the  
751 Member upon receipt of the shipment at Member's loading dock

752 **Damaged Shipments:**

753 Potential vendor is responsible for resolving shipping and delivery problems.  
754 Potential vendor will identify all freight charges for Member-requested unique  
755 purchases; that shipping costs for such items will be prepaid by the vendor and  
756 invoiced as an itemized cost. Such shipping costs must be presented to the  
757 Member in writing prior to accepting the Member's purchase agreement.

758  
759 Member-requested and approved expedited, overnight, or other special delivery  
760 requirements will be prepaid by the vendor and added to the Member invoice as  
761 actual shipping costs without additional markup.

762 **Member Governing Laws:**

763 Member Participation Agreements are governed by the laws of the state in which the  
764 Member organization resides, excluding any conflicts of law provisions. Any litigation  
765 shall be brought in the courts of the Member's home state.

766  
767 Potential vendors providing products and services under this MSA shall comply with all  
768 applicable federal, state, and local laws and regulations. Potential vendors agree to  
769 maintain all licenses and permits required by the individual states in which they conduct  
770 business.

771 **Confidential Personal and Financial Information:**

772 All potential vendors and their subcontractors shall comply with all federal and state  
773 laws regarding personal and business data confidentiality, according to commercially  
774 acceptable standards. Potential vendors agree to protect Member data as rigorously as  
775 they protect their own confidential information. Members may ask potential vendors to  
776 enter into a confidentiality agreement prior to releasing sensitive data. Data protection  
777 applies not only to the business operations of the Member institution, but also to the  
778 Member's faculty, staff, students, alumni, and/or employees, where applicable.

779 **Financial Stability:**

780 The potential vendor acknowledges that MiCTA and its Members rely on the potential  
781 vendor's annual and quarterly financial statements, including Securities and Exchange  
782 Commission certification reports as evidence of the potential vendor's financial strength  
783 and its ability to fulfill its obligations under the MSA and individual Member  
784 Participation Agreements.

785  
786 By filing such reports, the potential vendor represents materially that it has accurately  
787 reported its financial affairs. During the term of the MSA, if the potential vendor fails to  
788

- 789 1. conduct its financial reporting activities in compliance with generally accepted  
790 accounting principles (GAAP)  
791 2. comply with applicable Federal security laws and/or financial reporting  
792 regulations  
793

794 and this misfeasance acts to disguise a material deterioration of the potential vendor's  
795 financial viability, Members may opt to reduce by 100% their Member Participation  
796 Agreement commitments when the Member determines that reduction is in its best  
797 interest.

798  
799 If a material change in the financial condition of the potential vendor occurs during the  
800 MSA, the Member Participation Agreement shall automatically convert to a month-to-  
801 month agreement. All other terms and rates shall remain the same. A MiCTA Member  
802 may conclusively presume that one or more of the following events represent a material  
803 deterioration in the financial condition of the potential vendor:

- 804
- 805       • Default on loan covenant;
- 806       • De-listing of publicly traded stock;
- 807       • A bond rating that falls to "junk" status or lower;
- 808       • Assignment of receivables;
- 809       • Voluntary or involuntary filing for protection from creditors
- 810       • Reorganization of debt in a bankruptcy filing of any type
- 811       • Liquidation of company assets, or other similar proceeding of any kind

812    **Insurance Requirements**

813    Potential vendors and their subcontractors will obtain and maintain sufficient insurance  
814    coverage for all activities performed on Member's site in connection with the MSA.  
815    The Member may define appropriate insurance coverage limits and request a Certificate  
816    of Insurance as evidence of the appropriate insurance coverage. The potential vendor  
817    agrees to inform a Member in writing of any changes to its insurance coverage during  
818    the performance of the Member Participation Agreement.

819

820    Insurance coverage should minimally include:

- 821
- 822       • Workers Compensation Insurance
- 823       • Comprehensive General Liability Insurance that covers Bodily Injury and  
824       Property Damage
- 825       • Services or Products or Completed Operations Aggregate
- 826       • Automobile insurance (including liability for personal injury and/or  
827       property damage) for all potential vendor and subcontractor vehicles used  
828       in the performance of the Member Participation Agreement.

829

830    In addition, the potential vendor agrees to operate its motor vehicles in a manner that is  
831    consistent with the expressed wishes of the Member. This includes proper identification  
832    of all vendor and subcontractor vehicles; observation of speed limits and parking  
833    regulations while on member-owned property; proper loading zone usage; and operation  
834    of vehicles only in areas designated for vehicle use.

835    **Source Code and Contracted Programming Services:**

836    The potential vendor that supplies customized or contracted programming services  
837    agrees to provide upon request (where applicable) a copy of Member's source code, at  
838    no additional charge to the Member. In the event of the potential vendor's failure to  
839    comply, the Member will still have access to support for their products from  
840    manufacturers directly.

841

842    Members reserve the right, where applicable, to require a potential vendor to maintain a  
843    current copy of specified source code in an escrow account with an authorized escrow  
844    agent. The determination of responsibility for all costs and fees associated with



845 maintaining an escrow copy will be negotiated between Member and potential vendor  
846 prior to engaging the escrow agent.

847  
848 The potential vendor agrees that all rights to the source code written by the potential  
849 vendor or its subcontractor(s) on behalf of the Member and passwords to the source cod  
850 remain the property of the Member at the termination of this agreement.

851

#### 852 **Copyright Requirements:**

853 The potential vendor represents and warrants that it is the lawful owner or licensee of  
854 any products or services licensed or sold to Members, and can provide proof to the  
855 Member of ownership rights or licensed use, as applicable, for any and all products and  
856 services made available under the MSA

#### 857 **Indemnification:**

858 Potential vendor will indemnify and hold harmless all Members, MiCTA, their agents or  
859 employees, President, Officers, and Governing Board Members against all suits, claims,  
860 damages, losses, costs, and expenses of any kind or nature, including reasonable  
861 attorney fees, arising out of any breach of this Agreement by Potential vendor.

862

863 MiCTA warrants that it will indemnify and hold harmless the potential vendor and its  
864 agents or employees against all suits, claims, damages, losses, costs, and expenses of  
865 any kind or nature, including reasonable attorney fees, arising out of any breach of this  
866 Agreement by MiCTA.

#### 867 **Member Project Schedule:**

868 Members and potential vendors will negotiate a schedule for providing all products and  
869 services, equipment delivery, equipment testing, system acceptance, and payment  
870 requirements, etc. prior to Member placing an order and the potential vendor's  
871 acceptance of the order. The negotiated schedules will be made part of the final  
872 Member Participation Agreement.

#### 873 **Alternate Product Sourcing:**

874 Members reserve the right to secure products and/or services from other Endorsed or  
875 Approved potential vendors whenever it is in the best interest of the Member. The  
876 Member will be responsible for notifying the potential vendor prior to acquiring the  
877 alternate product or service. The potential vendor providing installation services must:

878

- 879 • Indicate any potential effects the change may create in the overall project
- 880 • Be willing to integrate these products and services into the Member's project

#### 881 **Member Service Conditions:**

882 MiCTA Members reserve the right to include any/all of the following service terms and  
883 conditions as part of their Member Participation Agreement. Successful potential

884 vendors will be required to identify all billable costs for providing any required services  
885 as part of the written proposal to the Member.

886 **Site Survey:**

887 Provide a detailed site survey at Member's request. Potential vendor, at its own  
888 expense, will provide all required installation components not previously  
889 identified due to the Potential vendor's failure to perform a Member requested  
890 site survey.

891 **New, Pre-Owned, Combination:**

892 Clearly state whether the Potential vendor or its agent is offering new, pre-owned  
893 or a combination of new and pre-owned equipment, components, and materials.  
894 Potential vendors must provide applicable new and pre-owned warranty  
895 information

896 **Installation Services:**

897 Provide installation for all services and/or equipment included as part of the  
898 Member's Participation Agreement; guarantee the system is fully operational,  
899 interoperable with other system components, and performs as stated in  
900 manufacturer's literature.

901

902 **Installation Materials:**

- 903 • Supply all required installation parts and materials including, but  
904 not limited to, components, cable, wire, connectors, and labor.
- 905 • Adhere completely to equipment manufacturer's standard  
906 installation recommendations
- 907 • Abide by all standard wiring and installation practices, and meet  
908 or exceed current industry standards for these services
- 909 • Supply appropriate power protection equipment to protect against  
910 electrical surges for all equipment and features installed

911

912 **Electrical:**

- 913 • Verify circuit polarity on all existing circuits. Guarantee proper  
914 polarity on new circuits installed by the potential vendor.

915

916 **Equipment Verification:**

- 917 • Demonstrate all system equipment and features are in excellent  
918 working order, free of operational defects and within acceptance  
919 limits determined by the Member

920

921 **Documentation:**

922 Provide the following upon completion of installation:

923

- Complete equipment list

- 924
- 925
- 926
- 927
- 928
- 929
- 930
- 931
- 932
- 933
- Manufacturer’s Technical Data sheets for each piece of equipment
  - Owner’s Manuals for all equipment and components
  - Equipment Block Diagram of installed system equipment including a color schematic that identifies detailed connections to each piece of equipment provided in both hard copy and electronic format. The electronic format should permit allows editing by the Member. The potential vendor must identify the software application needed to access the file.

934 **Hardware/Software Compatibility:**

935 Successful vendors will fully disclose all known or discovered hardware and software  
936 compatibility issues to the Member expediently.

937 **System Acceptance:**

938 As part of the Member Participation Agreement, the Member and potential vendor will  
939 determine specific system acceptance conditions including performance standards,  
940 measurement criteria, equipment test and acceptance timeline, etc. prior to the start of  
941 work. The Member Participation Agreement will also specify the length of time during  
942 which the Member may complete system acceptance tests.

943

944 The potential vendor agrees to remedy all issues that do not meet the Member's  
945 acceptance criteria and agrees to complete corrections on all listed items within a time  
946 period mutually agreed upon by the Member and potential vendor.

947

948 Significant acceptance failures may require the Member and potential vendor to re-  
949 initiate the system acceptance term from the beginning. Once System Acceptance period  
950 is successfully completed, the Member shall execute and deliver to the Potential vendor  
951 a duly signed and dated acceptance certificate evidencing the Member’s acceptance of  
952 the services and/or products.

953 **Title and Risk Allocation:**

954 The potential vendor transfers a clear title for all products and services upon the  
955 Member's final acceptance. Title to all properties shall be free and clear of all liens,  
956 pledges, mortgages, encumbrances, or other security interests. Title to and risk of loss  
957 of the installed system and all features and equipment shall pass to the Member when  
958 the Member acknowledges in writing that the system is accepted and that the potential  
959 vendor has addressed all outstanding issues of unacceptable performance.

960 **Warranty:**

961 Potential vendors and their subcontractors must provide a warranty at no additional cost  
962 to the Member. This warranty will minimally ensure the infrastructure operation and  
963 capacity based on the potential vendor's system specifications and design; warrant all

964 services, equipment, and related software provided under its offer; guarantee that all  
965 warranty service provided under the MSA will be performed by manufacturer trained,  
966 certified, and/or authorized technicians; guarantee that the use of non-certified  
967 installation and/or service technicians will not void Member's manufacturer's product or  
968 service warranties; cover all cost for labor, field service, and pick-up and delivery  
969 related to repairs or corrections during the warranty period; pass through to Members  
970 any and all warranties obtained or made available from the original equipment  
971 manufacturer (OEM) including any replacement, upgrades, or additional equipment  
972 warranty options; name the potential vendor as the sole point of contact for all required  
973 warranty service; and guarantee expedient replacement for goods damaged in shipping.

974  
975 Warranty will commence upon the Acceptance Date, and continue for one full year.

976 **Service Level Agreement (SLA):**

977 MiCTA Member reserves the right to either select the Potential vendor's standard SLA  
978 agreements or negotiate an SLA including any cost adjustment, which meets their  
979 specific organizational requirements. Service Level Agreements may minimally  
980 address:

- 981
- 982 • Services, features, hardware and/or software to be covered
  - 983 • measurable standards of performance
  - 984 • separate Member and potential vendor responsibilities
  - 985 • recourse for system, hardware and software failure; any other element that is
  - 986 mutually agreeable to the Member and potential vendor

987 **Liquidated Damages:**

988 Member reserves the right to negotiate the terms and conditions of liquidated damages,  
989 which may include but are not limited to defining downtime, identifying recourse for  
990 damages incurred and determining how damages will be liquidated with such terms and  
991 conditions designated in writing, and attached to and made part of the Member  
992 Participation Agreement.

993 **Firm Order Cancellation or Termination:**

994 Member reserves the right to cancel a firm order under the following conditions:

995 Prior to the Potential vendor placing their order for services, features, hardware,  
996 software or committing to support services, cancellation will be without penalty

997  
998 After Potential vendor's order has been placed and prior to receipt of the  
999 shipments by the Potential vendor, Member will be responsible for payment of  
1000 the any required "order cancellation" charge not to exceed 5% of the cost of the  
1001 cancelled purchase agreement

1002  
1003 After hardware and software have been received by the Potential vendor and  
1004 prior to installation, Member will be responsible only for payment of potential

1005 vendor's restock charge, not to exceed 10%, plus freight and insurance charges  
1006 to return shipments

1007  
1008 Member will have just cause to terminate a "Firm Order", without penalty or  
1009 payment, due to missed delivery and/or installation deadlines without advance  
1010 notice from the Potential vendor. Member will report potential vendor's failure  
1011 to perform as designated to MiCTA for further review.

1012 **Participation Contract Termination:**

1013 Member reserves the right to terminate its Member Participation Agreement at any time,  
1014 at its sole discretion, by delivering a written notice to the potential vendor thirty-days  
1015 (30) prior to the required termination date. Upon termination, the Member's liability  
1016 will be limited to the pro-rata cost of the products and services delivered or performed as  
1017 of the date of termination plus expenses incurred with the prior written approval of the  
1018 Member.

1019  
1020 A potential vendor that elects to terminate the Participation Contract for any reason  
1021 whatsoever, will refund the Member all payments made hereunder to the Potential  
1022 vendor for products and services not completed and/or not accepted by the Member.

1023  
1024 Written contract termination notices initiated by the potential vendor must be delivered  
1025 to the Member's designated agent not less than ninety (90) days prior to termination.  
1026 Refunds delivered not more than 10 days after the date of the contract termination  
1027 notice.

1028 **Additional Member Terms and Conditions:**

1029 Members reserve the right to negotiate any or all additional terms and conditions  
1030 required by their specific institution prior to purchasing from the potential vendor under  
1031 the MiCTA MSA.

1032 **1. Vendor Overview**

1033 **1.1. Corporate Overview**

1034 Please provide a brief (not to exceed 750 words) corporate overview that  
1035 discusses the benefits and features of the potential vendor's offer(s); the  
1036 respondent's major product lines; a brief corporate history; anticipated future  
1037 growth; and a description of the respondent's corporate structure.

1038  
1039 **Response:**  
1040

1041 **1.2. Program Marketing**

1042 Each successful vendor will work closely with MiCTA to develop a detailed  
1043 marketing plan to promote the MiCTA program. Successful vendors will bear the  
1044 cost of developing and implementing their marketing plans.  
1045

1046 1.2.1. Please describe your organization's capabilities to develop and/or  
1047 implement a marketing plan that minimally includes:

- 1048 • Announcement of the successful vendor's affiliation with MiCTA
- 1049 • Collaboration with MiCTA on marketing the vendor's program to  
1050 MiCTA members and membership-eligible organizations
- 1051 • Assignment of a lead account representative to coordinate and administer  
1052 the MiCTA program
- 1053 • Provision of marketing and mailing materials to promote the MiCTA  
1054 program throughout the MSA term
- 1055 • Promote the MiCTA program at trade shows, seminars and other similar  
1056 events  
1057

1058 **Response:**  
1059  
1060

1061 1.2.2. Please indicate your estimated timeline for implementing a marketing  
1062 plan to promote the MiCTA program based on the assumption that a MSA  
1063 will be finalized no later than September 30, 2010. The timeline should  
1064 indicate all major activities and designate responsible parties.  
1065

1066 **Response:**  
1067  
1068  
1069

1070 **1.3. Program Access**

- 1071 1.3.1. As part of our membership's access to the vendor's products and services,  
1072 please describe your organization's ability to provide all of the following  
1073 items:
- 1074 1.3.1.1. The MiCTA icon on the prospective vendor's home page
  - 1075 1.3.1.2. A distinct MiCTA program Web page within the prospective  
1076 vendor's Web site
  - 1077 1.3.1.3. A link to the MiCTA Web site from the Vendor's Web site
  - 1078 1.3.1.4. Primary and secondary contact information for members' use
  - 1079 1.3.1.5. Up-to-date program pricing for the duration of the MSA, available  
1080 online at the MiCTA Web site
  - 1081 1.3.1.6. Updated program information available immediately on the  
1082 MiCTA Web site
  - 1083 1.3.1.7. Members-only online ordering access through the prospective  
1084 vendor's e-commerce site
- 1085

1086 **Response:**

- 1087
- 1088
- 1089 1.3.2. **If these functions are not currently (or readily available), please**  
1090 **provide an estimated timeline for making these items available**  
1091 **following the successful negotiation of a MSA.**
- 1092

1093 **Response:**

1094

1095 **1.4. Response Times**

- 1096 1.4.1. Identify your average response time for the following services:
- 1097 1.4.1.1. Establishing a new account for a member
  - 1098 1.4.1.2. Process a new order
  - 1099 1.4.1.3. Deliver equipment and schedule services
  - 1100 1.4.1.4. Complete a typical installation

1101 **Response:**

1102

1103 **1.5. Promotion of the MiCTA Program To MiCTA Members and**  
1104 **Membership-Eligible Entities**

- 1105 1.5.1. Describe the support MiCTA can expect to receive for this program from  
1106 your organization.

1107 **Response:**

1108

- 1109 1.5.2. Will the potential vendor require its sales staff to offer services under the  
1110 MiCTA program to MiCTA members?

1111 **Response:**  
1112  
1113 1.5.3. Does the potential vendor commit to providing training and periodic  
1114 review on the MiCTA program for its entire sales staff?

1115 **Response:**  
1116  
1117 1.5.4. How will the potential vendor apply the MiCTA program to current  
1118 customers who are also MiCTA members?

1119 **Response:**  
1120  
1121 1.5.5. How will the potential vendor promote the MiCTA program to current  
1122 customers who are eligible for MiCTA membership but are not currently  
1123 MiCTA members?

1124 **Response:**  
1125  
1126 1.5.6. Please attach a copy of your New Account application form. Please  
1127 indicate where a MiCTA Member will identify itself as being eligible for  
1128 pricing under the MiCTA program. **Clearly label this attachment 1.5.6**  
1129 **and place it in the Attachments section of your response.**

## 1130 **1.6. Competing Programs**

1131 1.6.1. Please describe any programs in which the potential vendor participates  
1132 that will compete with the MiCTA program?

1133 **Response:**  
1134  
1135 1.6.2. Please describe the potential vendor's policy regarding the presentation of  
1136 competing program information to MiCTA members and membership-  
1137 eligible prospects.

1138 **Response:**

## 1139 **1.7. Reporting**

1140 1.7.1. Under the terms of this contract, MiCTA will provide an online reporting  
1141 structure that will enable successful vendors to report sales agreements to  
1142 MiCTA. Potential vendors are required to report updated sales figures  
1143 every 30 days. Please identify:

1144 1.7.1.1. the person (or role) who will provide sales reporting data

1145 1.7.1.2. the reporter's contact information

1146 **Response:**

## 1147 **1.8. Return Policy For Equipment And/Or Software**

1148 1.8.1. Describe your organization's return policy for equipment or software.

1149 **Response:**

1150  
1151 1.8.2. Are RMA numbers required for all returns?



1152 **Response:**  
1153  
1154 1.8.3. Is a fee assessed when an RMA number is issued? If so, what is the fee?

1155 **Response:**  
1156

1157 1.8.4. Identify who is responsible for freight charges.

1158 **Response:**  
1159

1160 1.8.5. Indicate whether insurance is required on returned items.

1161 **Response:**  
1162

1163 1.8.6. Indicate your organization's willingness to offer MiCTA members a 30-  
1164 day unconditional return policy for equipment and/or software purchased  
1165 by a member under this program.

1166 **Response:**

## 1167 **1.9. Legal Proceedings**

1168 1.9.1. Please identify all legal proceedings to which your organization is  
1169 currently a party or that have been concluded in the previous two (2) years  
1170 that may have a direct or indirect impact on your organization's ability to  
1171 fulfill contractual obligations to MiCTA or MiCTA members. Please  
1172 indicate the current status of the dispute(s).

1173 **Response:**

## 1174 **1.10. Geographic Coverage Area And Staffing Levels**

1175 1.10.1. Please provide a detailed description of the following  
1176 1.10.1.1. Geographic coverage area and areas of planned expansion  
1177 1.10.1.2. All limitations to geographic service area  
1178 1.10.1.3. Total number of sales staff  
1179 1.10.1.4. Number of technical support staff

1180 **Response:**  
1181

1182 1.10.2. Will your organization assign one or more permanent sales  
1183 representative(s) to service MiCTA members and membership-eligible  
1184 organizations?

1185 **Response:**  
1186

1187 1.10.3. Will your organization assign one or more permanent technical  
1188 support representative(s) to service MiCTA members and membership-  
1189 eligible organizations?

1190 **Response:**

## 1191 **1.11. Installation Services**

1192 1.11.1. Does your organization perform its own installation services?

- 1193 **Response:**  
1194  
1195 1.11.2. If no, who performs your installation services?  
1196 **Response:**  
1197  
1198 1.11.3. Please identify the average number of years of experience your  
1199 installers have (companywide).  
1200 **Response:**  
1201  
1202 1.11.4. Please identify the average length of time that elapses between the  
1203 entry of an order for new service and installation.  
1204 **Response:**  
1205
- 1206 **1.12. Needs Assessment**  
1207 1.12.1. Please describe your organization's process for conducting a needs  
1208 assessment for a new order for service.  
1209 **Response:**  
1210  
1211 1.12.2. How does your organization address third-party and legacy  
1212 equipment that are in use are on the member's premises?  
1213 **Response:**  
1214  
1215 1.12.3. How are needs and recommendations communicated to the  
1216 member?  
1217 **Response:**  
1218  
1219 1.12.4. Is a need assessment billable? If so, is this charge waived if the  
1220 member enters into a member participation agreement with your  
1221 organization?  
1222 **Response:**  
1223
- 1224 **1.13. Physical Plant Modifications**  
1225 1.13.1. Describe how your organization determines the need for  
1226 construction or remodeling to accommodate the installation of new or  
1227 expanded services at the member's site.  
1228 **Response:**  
1229  
1230 1.13.2. Who is responsible for performing the recommended  
1231 construction?  
1232 **Response:**  
1233

1234 1.13.3. Can your organization provide or arrange for all the construction  
1235 and remodeling services it recommends?

1236 **Response:**

1237  
1238 1.13.4. Can a member supply its own construction services based on your  
1239 recommendations?

1240 **Response:**

1241  
1242 1.13.5. Is the physical plant audit a billable service?

1243 **Response:**

1244  
1245 1.13.6. If so, is the fee waived if the member enters into a member  
1246 participation agreement with your organization?

1247 **Response:**

1248

#### 1249 **1.14. Equipment Set-Up**

1250 1.14.1. Does your organization provide equipment setup services? If not,  
1251 who provides the service? Who is responsible for arranging for equipment  
1252 setup?

1253 **Response:**

1254  
1255 1.14.2. Does your organization have geographic constraints on equipment  
1256 installation and setup? If so, what are your limitations?

1257 **Response:**

1258  
1259 1.14.3. Is equipment setup a billable service? How is the service billed?

1260 **Response:**

1261  
1262 1.14.4. Are all of your equipment installers manufacturer-certified for the  
1263 installation of each product you sell?

1264 **Response:**

1265  
1266 1.14.5. Will the use of a non-certified installer void the manufacturer's  
1267 warranty?

1268 **Response:**

1269  
1270 1.14.6. What recourse is available to the Member if the manufacturer's  
1271 warranty is voided?

1272 **Response:**

1273  
1274 1.14.7. What recourse is available to the Member if an installer damages  
1275 legacy or third-party equipment during the installation and/or setup  
1276 process?

1277 **Response:**  
1278  
1279 1.14.8. Do you use a set-up and installation checklist? If so, please  
1280 provide a copy of the checklist. **Clearly label it 1.14.8 and place it in the**  
1281 **Attachments section of your response.**

1282 **Response:**  
1283  
1284 1.14.9. Do you have an established procedure for escalating the  
1285 resolution of problems that may arise during the setup and installation  
1286 process? If yes, what is the procedure?

1287 **Response:**  
1288

### 1289 **1.15. Conversion and Migration**

1290 1.15.1. Describe your approach to assisting a member in converting from  
1291 existing equipment or providers to your organization's solution.

1292 **Response:**  
1293

1294 1.15.2. Describe your organization's approach to incorporating third-party  
1295 or legacy equipment owned or used by the member into your  
1296 organization's solutions.

1297 **Response:**  
1298

1299 1.15.3. Does your organization assign specific personnel to help the  
1300 Member manage the conversion process?

1301 **Response:**  
1302

1303 1.15.4. Are conversion and migration services billable separately, or are  
1304 they included in the purchase cost of the service and/or equipment?

1305 **Response:**  
1306

### 1307 **1.16. Product or Service Interoperability**

1308 1.16.1. How does your organization certify interoperability of your  
1309 products and services?

1310 **Response:**  
1311

1312 1.16.2. Do you warrant that all products and services included in your  
1313 offer will interoperate?

1314 **Response:**  
1315

1316 1.16.3. How do you test or certify the interoperability of your products  
1317 and services with those of another manufacturer or vendor, which the  
1318 Member may use?

1319 **Response:**  
1320

1321 **1.17. Vendor System Testing**

1322 1.17.1. Describe your organization's system testing process. Minimally,  
1323 your response should include information about:

- 1324 • Functional testing  
1325 • Technical performance  
1326 • Capacity testing

1327 **Response:**  
1328

1329 1.17.2. Specify your organization's acceptable testing results for each of  
1330 the areas noted above. Indicate how acceptable performance is verified  
1331 prior to turning over the system, service and/or equipment to the member.

1332 **Response:**  
1333

1334 1.17.3. Indicate how the member will be involved in your system testing  
1335 and evaluation processes.

1336 **Response:**  
1337

1338 1.17.4. Do you provide written documentation of acceptable testing  
1339 results to the member?

1340 **Response:**  
1341

1342 1.17.5. How are component or system failures that occur during testing  
1343 addressed?

1344 **Response:**  
1345

1346 **1.18. Member Acceptance Testing**

1347 Under the terms of a MSA, MiCTA Members will be permitted an acceptance testing  
1348 window of 30 days, during which problems or issues arise that may not have surfaced  
1349 during the vendor system testing period.

1350  
1351 1.18.1. Explain how issues of non-performance that arise during the  
1352 member acceptance testing period will be addressed.

1353 **Response:**  
1354

1355 1.18.2. Identify the recourse members have if disagreements regarding  
1356 the acceptable performance of the system, service or equipment cannot be  
1357 addressed to the member's satisfaction.

1358 **Response:**  
1359

- 1360 **1.19. Uptime and Service Level Agreements (SLA)**  
1361 1.19.1. Indicate your organization's standard uptime guarantees for each  
1362 product or service included in your offer.  
1363 **Response:**  
1364  
1365 1.19.2. Provide your organization's actual uptime for the products and  
1366 services included in your offer.  
1367 **Response:**  
1368  
1369 1.19.3. Indicate the recourse available to members for recurring or  
1370 excessive downtime.  
1371 **Response:**  
1372  
1373 1.19.4. Does your organization offer Service Level Agreements (SLA)? If  
1374 yes, please attach a copy of your standard SLA. **Clearly label it 1.19.4**  
1375 **and place it in the Attachments section of your response.**  
1376  
1377 1.19.5. Identify performance benchmarks that would indicate  
1378 performance failure.  
1379 **Response:**  
1380  
1381 1.19.6. Are these benchmarks negotiated with the Member, or are they  
1382 assigned by your organization?  
1383 **Response:**  
1384  
1385 1.19.7. Describe your organization's escalation procedures.  
1386 **Response:**  
1387  
1388 1.19.8. What triggers an escalation under your organization's SLA?  
1389 **Response:**  
1390  
1391 1.19.9. Describe the support that is available to assist with escalated  
1392 issues under your SLA.  
1393 **Response:**  
1394  
1395 1.19.10. Indicate the recourse available for breach of the SLA.  
1396 **Response:**  
1397  
1398 1.19.11. If your organization does not offer a formal SLA, please identify  
1399 any service guarantees your organization provides and identify recourse or  
1400 compensation available to members when these service guarantees are not  
1401 met.  
1402 **Response:**  
1403

- 1404 **1.20. Help Desk/Trouble Reporting**
- 1405 1.20.1. Please describe the help desk or technical support services your
- 1406 organization provides for the products and services included in your offer.
- 1407 **Response:**
- 1408
- 1409 1.20.2. Please indicate the ways in which a member may request
- 1410 assistance or report trouble.
- 1411 **Response:**
- 1412
- 1413 1.20.3. Indicate the hours for which service and support are available.
- 1414 **Response:**
- 1415
- 1416 1.20.4. Indicate the physical location of all call centers into which a
- 1417 member's call may be directed.
- 1418 **Response:**
- 1419
- 1420 1.20.5. Please describe your organization's standard response to trouble
- 1421 reports. (Include standard response times for email, Web and telephone
- 1422 inquiries. Indicate average time to resolution.)
- 1423 **Response:**
- 1424
- 1425 1.20.6. Please describe your trouble-reporting and tracking system.
- 1426 **Response:**
- 1427
- 1428 1.20.7. How is progress communicated to the MiCTA member?
- 1429 **Response:**
- 1430
- 1431 1.20.8. Will MiCTA members be given access to your trouble
- 1432 reporting/tracking system to monitor their requests for help?
- 1433 **Response:**
- 1434
- 1435 1.20.9. Please describe your escalation procedures. Indicate the points at
- 1436 which a trouble ticket is automatically escalated.
- 1437 **Response:**
- 1438
- 1439 1.20.10. Please describe your organization's escalated response.
- 1440 **Response:**
- 1441

- 1442 **1.21. Training, Consulting and Professional Services**
- 1443 1.21.1. Please describe the training, consulting and professional services
- 1444 included in your offer. Include the scope and limitations of these services.
- 1445 **Response:**
- 1446

1447 1.21.2. How are the costs for these services determined? Do not include  
1448 specific cost information in your response. Pricing for these services  
1449 should be supplied in **Schedule 1** and placed in your cost proposal.

1450 **Response:**



1451 **2. Telecommunications Services**

1452 Potential vendors that wish to provide traditional telecommunications products and  
1453 services must complete the responses to this section. Proposals from prospective  
1454 providers that are not licensed to provide tariffed telecommunications services will not  
1455 be considered.

1456 **2.1. Prospective Vendor Qualifications**

1457 2.1.1. Please describe your organization's ability to provide tariffed (regulated)  
1458 telecommunications services. Include the length of time your organization  
1459 has provided these services.

1460 **Response:**

1461

1462 2.1.2. Please indicate whether your organization provides services directly to  
1463 the end user or resells the services of a larger provider. If your  
1464 organization resells the services of another provider, please identify the  
1465 actual provider of the service.

1466 **Response:**

1467

1468 2.1.3. Please describe the dedicated facilities your organization can offer.  
1469 Indicate whether these facilities are available locally, regionally or  
1470 nationally. Identify any limitations on availability of your dedicated  
1471 facilities.

1472 **Response:**

1473

1474 2.1.4. Describe the network access options that will be available to MiCTA  
1475 members.

1476 **Response:**

1477

1478 **2.2. LEC/CLEC Services**

1479 If your offer includes LEC/CLEC services, please respond to the following  
1480 questions. Please place all cost information for LEC and CLEC services in **Schedule**  
1481 **2** and place your pricing information in your sealed Cost Proposal.

1482

1483 2.2.1. Please identify the states in which your organization is licensed or  
1484 authorized to provide tariffed telecommunications services.

1485 **Response:**

1486

1487 2.2.2. Please indicate whether your organization is the incumbent carrier or a  
1488 competitive carrier in your service area(s).

1489 **Response:**

1490

1491 2.2.3. Please include a coverage map of your service area. Make any necessary  
1492 written clarifications below. **Clearly label your coverage map 2.2.3 and**  
1493 **place it in the Attachments section of your response.**

1494 **Response:**  
1495

1496 2.2.4. Provide proof of authorization to provide LEC/CLEC services in the  
1497 state(s) listed in your response to the previous question. **Clearly label**  
1498 **your proof(s) of authorization 2.2.4 and place it in the Attachments**  
1499 **section of your response.**

1500 **Response:**  
1501

1502 2.2.5. Describe the service plan(s) your organization will make available to  
1503 MiCTA members. Identify standard features of each plan. Please identify  
1504 all optional features that are available to MiCTA members.

1505 **Response:**  
1506

1507 2.2.6. If your LEC/CLEC offer includes voice mail services, please indicate the  
1508 following:

- 1509 2.2.6.1. Maximum greeting length in seconds
- 1510 2.2.6.2. Maximum message length in seconds
- 1511 2.2.6.3. Two-way messaging capability
- 1512 2.2.6.4. Option to revert to operator or forward call to another line
- 1513 2.2.6.5. Broadcast messaging capabilities. Indicate the maximum number  
1514 of broadcast lists and the maximum number of addresses per list
- 1515 2.2.6.6. Message storage capabilities
  - 1516 2.2.6.6.1. Number of messages stored
  - 1517 2.2.6.6.2. Number of days stored
- 1518 2.2.6.7. Additional features and limitations

1519 **Response:**  
1520

1521 2.2.7. How will MiCTA members be billed for your organization's service  
1522 plan(s)? Please provide a sample copy of the bill. **Clearly label the**  
1523 **sample 2.2.7 and place it in the Attachments section of your response.**

1524 **Response:**  
1525

1526 2.2.8. Does your organization provide online, electronic or paperless billing? If  
1527 so, please describe the online billing services or tools that will be available  
1528 to MiCTA members. Please indicate the way in which billing information  
1529 is transmitted to the MiCTA member.

1530 **Response:**  
1531

1532 2.2.9. Does your organization provide automated payment services? Please  
1533 describe the enrollment process for automated payments. Describe any  
1534 charges or costs associated with this service.

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1568

**Response:**

### 2.3. Domestic Long-Distance Direct Dialed Services

If your offer includes domestic long-distance direct dialed services, please respond to the following questions. You will also need to complete the appropriate worksheets in **Schedule 3** and include them with your cost proposal.

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

**Response:**

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

**Response:**

2.3.3. Please indicate the domestic rate periods for interstate, intrastate, and intraLATA calling. Your response should identify your organization's definition of daytime, evening or night, weekend and holiday calling periods, or any other periods defined as "standard" by your organization.

**Response:**

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

**Response:**

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

**Response:**

1569  
1570  
1571  
1572  
1573  
1574  
1575  
1576

### 2.4. International Long Distance

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

2.4.1. Please indicate the way your organization defines daytime, evening or night, weekend and holiday calling periods for international calling. Your

1577 response should identify your organization's definition of daytime, evening  
1578 or night, weekend and holiday calling periods, or any other periods defined  
1579 as "standard" by your organization.

1580 **Response:**

1581  
1582 2.4.2. Do your international rates vary by the rate periods you identified in the  
1583 previous question? Identify the percentage discount for each rate period as  
1584 it compares to your highest standard service rate.

1585 **Response:**

1586  
1587 2.4.3. If your International long distance offer includes switched access  
1588 services, please indicate whether your organization's international switched  
1589 access services differ from those stated earlier. If so, please identify the  
1590 differences.

1591 **Response:**

1592  
1593 2.4.4. Indicate the base unit your organization uses for billing international  
1594 calls. (Does your organization bill in whole minutes or partial minutes? If  
1595 your organization bills in partial minute increments, what is the smallest  
1596 billable unit for international calling?)

1597 **Response:**

1598  
1599 2.4.5. Does your organization offer operator-assisted dialing for international  
1600 calling?

1601 **2.5. Private Line Services**

1602 If your offer includes private line services, please also answer the following  
1603 questions. Please place all cost information for your private line services proposal in  
1604 **Schedule 5** and place it in your sealed Cost Proposal.

1605  
1606 2.5.1. Identify your organization's ability to provide the following private line  
1607 services:

- 1608       ▪ ISDN
- 1609       ▪ Fractional T1
- 1610       ▪ T1
- 1611       ▪ DS3/T3
- 1612       ▪ Optical Carrier (OC3c, OC12c, OC48c, etc)
- 1613       ▪ Ethernet or MetroLAN Services

1614 **Response:**

1615  
1616 2.5.2. For each service your organization can provide, please identify any  
1617 geographic limitation that applies to each service.

1618 **Response:**

1619 **2.6. Assisted Dialing**

1620 If your offer includes any assisted dialing services, please answer the following  
1621 questions. Please place all cost information for your assisted dialing and directory  
1622 assistance services in **Schedule 6** and place it in your sealed Cost Proposal.

1623  
1624 2.6.1. Describe your directory assistance and assisted dialing services, including  
1625 any restrictions on availability.

1626 **Response:**

1627 **2.7. Toll-Free Calling Services**

1628 If your offer includes toll-free calling services, please answer the following  
1629 questions. Please place all cost information for your toll-free calling services in  
1630 **Schedule 7** and place it in your sealed Cost Proposal.

1631  
1632 2.7.1. Please describe all toll-free calling services your organization can make  
1633 available to MiCTA members under a MSA.

1634 **Response:**

1635  
1636 2.7.2. Does your organization support toll-free number portability?

1637 **Response:**

1638

1639 **2.8. Pre-Paid and Business Long Distance Calling Cards**

1640 MiCTA seeks to negotiate excellent per-minute rates on reloadable, pre-paid long-  
1641 distance services delivered via a calling card or similar means. Please place all cost  
1642 information regarding your pre-paid and business long-distance calling card plans in  
1643 **Schedule 8** and place it in your sealed cost proposal.

1644  
1645 2.8.1. Please describe all pre-paid and business long-distance calling card plans  
1646 your organization can make available to MiCTA membership.

1647 **Response:**

1648  
1649 2.8.2. Describe any other pre-paid calling plans or features included in your  
1650 offer.

1651 **Response:**

1652  
1653 2.8.3. Describe how this feature of your program will be administered.

1654 **Response:**

1655  
1656 2.8.4. Describe how depleted cards can be reloaded.

1657 **Response:**

1658  
1659 2.8.5. When do pre-paid calling cards expire?

1660 **Response:**

1661  
1662  
1663  
1664  
1665  
1666  
1667

2.8.6. Does your plan include any non-prepaid calling card options? If so, please describe these.

**Response:**

2.8.7. Can a lost card be terminated or replaced?

**Response:**

1668 **3. Voice over IP Services**

1669 Potential vendors that wish to provide Voice over IP (VoIP) products and services must  
1670 complete the responses to this section. Proposals from licensed telecommunications  
1671 providers as well as those from qualified Internet service providers will be considered.  
1672 Please consult Section 8 of this document regarding the instructions for your cost  
1673 proposal. Place all cost information for your VoIP services in your sealed Cost Proposal.

1674 **3.1. Provider Overview**

1675 3.1.1. How long has your organization provided VoIP services?

1676 **Response:**

1677

1678 3.1.2. Please indicate whether your organization provides services directly to  
1679 the end user or resells the services of a larger provider. If your  
1680 organization resells the services of another provider, please identify the  
1681 actual provider of the service.

1682 **Response:**

1683

1684 3.1.3. Please describe your VoIP offering's geographic service area. Indicate  
1685 areas of no coverage or limited coverage.

1686 **Response:**

1687

1688 **3.2. Outbound VoIP**

1689 3.2.1. Please describe in detail your outbound VoIP offering(s), including VoIP  
1690 trunking. Include recommendations and requirements, hardware and  
1691 software requirement and describe your service availability.

1692 **Response:**

1693

1694 3.2.2. Describe all known limitations to your outbound VoIP services.

1695 **Response:**

1696

1697 **3.3. Inbound VoIP**

1698 3.3.1. Please describe in detail your inbound VoIP offering(s), including VoIP  
1699 trunking. Include recommendations and requirements, hardware and  
1700 software requirement and describe your service availability.

1701 **Response:**

1702

1703 3.3.2. Please describe all known limitations to your inbound VoIP services.

1704 **Response:**

1705

- 1706 **3.4. Performance and Management**
- 1707 3.4.1. Identify Quality of Service (QoS) measures that your organization can
- 1708 implement for your VoIP offering.
- 1709 **Response:**
- 1710
- 1711 3.4.2. How does your service offering limit or eliminate VoIP packet loss?
- 1712 **Response:**
- 1713
- 1714 3.4.3. Describe your VoIP system management tools.
- 1715 **Response:**
- 1716
- 1717 3.4.4. Describe the addressing options available in your VoIP offerings.
- 1718 **Response:**
- 1719
- 1720 3.4.5. Describe the accounting options available in your VoIP offerings.
- 1721 **Response:**
- 1722
- 1723 3.4.6. Identify any services that your VoIP system does not support. Who is
- 1724 responsible for monitoring the VoIP route(s)?
- 1725 **Response:**
- 1726
- 1727 3.4.7. Describe your technical support services for your VoIP offering.
- 1728 **Response:**
- 1729
- 1730 **3.5. Centrex/PBX VoIP**
- 1731 3.5.1. Does your offer allow a member to use long-distance VoIP services with
- 1732 calls that originate from the Member's PBX system?
- 1733 **Response:**
- 1734
- 1735 3.5.2. Identify all PBX systems that are known to be compatible with your VoIP
- 1736 system.
- 1737 **Response:**
- 1738
- 1739 3.5.3. Identify all PBX systems that are known to be incompatible with your
- 1740 VoIP system.
- 1741 **Response:**
- 1742
- 1743 3.5.4. Describe any other features or services that are included with your
- 1744 Centrex VoIP offer.
- 1745 **Response:**
- 1746
- 1747 3.5.5. Describe all known limitations to your outbound Centrex VoIP services.
- 1748 **Response:**



1749  
1750 3.5.6. Describe all known limitations to your inbound Centrex VoIP services.

1751 **Response:**

1752

1753 **3.6. Equipment, Installation, Integration and Compatibility**

1754 3.6.1. Identify the type(s) of routers your organization recommends and/or  
1755 installs for VoIP systems.

1756 **Response:**

1757

1758 3.6.2. Describe security options available in your VoIP offering(s).

1759 **Response:**

1760

1761 3.6.3. How does your VoIP system address 911, E-911, toll-free and 411  
1762 services.

1763 **Response:**

1764

1765 **3.7. Security and Disaster Recovery**

1766 3.7.1. Please describe the way in which your organization addresses security  
1767 breaches and abuse complaints regarding your Voice over IP services.

1768 **Response:**

1769

1770 3.7.2. Does your organization provide any Business Continuity or Disaster  
1771 Recovery services that are specific to your Voice over IP offering? If so,  
1772 please describe these services in detail.

1773 **Response:**

1774 **4. IP Services**

1775 Potential vendors that wish to provide Internet Protocol (IP) products and services must  
1776 complete the responses to this section. Please consult Section 8 of this document  
1777 regarding the instructions for your cost proposal. Place all cost information for your IP  
1778 services in your sealed Cost Proposal.

1779 **4.1. Prospective Vendor Qualifications**

1780 4.1.1. Please describe your organization's role in providing IP services. Include  
1781 the length of time your organization has provided these services.

1782 **Response:**

1783

1784 4.1.2. Please indicate whether your organization provides services directly to  
1785 the end user or resells the services of a larger provider. If your  
1786 organization resells the services of another provider, please identify the  
1787 actual provider of the service. (*Note: "end users" are defined as MiCTA*  
1788 *members or membership-eligible organizations. The term does not refer to*  
1789 *individuals in this case.*)

1790 **Response:**

1791

1792 4.1.3. Does your organization participate in any industry standards bodies,  
1793 national or international professional associations dedicated to the  
1794 development or promotion of Internet use, technical user groups, or similar  
1795 organizations? If so, please identify the organizations in which your  
1796 company participates, and identify your company's level of participation.

1797 **Response:**

1798

1799 4.1.4. Does your organization have an Acceptable Use Policy (AUP)? If so,  
1800 please attach your current Acceptable Use Policy. **Clearly label your**  
1801 **AUP 4.1.4 and place it in the Attachments section of your response.**

1802 **Response:**

1803

1804 4.1.5. Please describe the way your organization investigates and addresses  
1805 violations of your AUP. Violations might include abuse or fraud  
1806 complaints, security breaches, spam complaints, denial of service attacks  
1807 that originate from a Member, or similar events.

1808 **Response:**

1809

1810 **4.2. Network Description**

1811 4.2.1. Indicate whether your network provides coverage locally, regionally or  
1812 nationally. If your network provides services locally or regionally, identify  
1813 the specific regions in which service is available.

1814 **Response:**  
1815  
1816 4.2.2. Identify any limitations on availability of your network.  
1817 **Response:**  
1818  
1819 4.2.3. Describe the architecture of your network. Indicate all major connection  
1820 points within your network.  
1821 **Response:**  
1822  
1823 4.2.4. Indicate how your network is connected to major NAPs and identify the  
1824 NAPs your network is connected to.  
1825 **Response:**  
1826  
1827 4.2.5. Identify all self-provisioned links to NAPs or other network  
1828 interconnection points. Identify the capacity of those links. Identify the  
1829 current average usage level of those links.  
1830 **Response:**  
1831  
1832 4.2.6. Identify any redundant connections to NAPs. Identify the capacity of  
1833 your redundant links.  
1834 **Response:**  
1835  
1836 4.2.7. Identify all upstream network providers from which you purchase or  
1837 receive bandwidth. Identify the capacity you receive from each provider.  
1838 **Response:**  
1839  
1840 4.2.8. How often does your organization review its capacity needs?  
1841 **Response:**  
1842  
1843 4.2.9. What threshold does your organization use to determine when to add  
1844 backhaul capacity to the network?  
1845 **Response:**  
1846  
1847 4.2.10. Does your organization peer with any other networks or network  
1848 providers? If so, please identify your peering relationships.  
1849 **Response:**  
1850  
1851 4.2.11. Describe your organization's plan to manage the future growth of  
1852 its network. Please limit your response to changes anticipated in the next  
1853 3-5 years.  
1854 **Response:**  
1855

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### 4.3. Addressing

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

**Response:**

4.3.2. How does a member request additional IPv4 addresses?

**Response:**

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

**Response:**

4.3.4. How does your organization support IPv6 currently?

**Response:**

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

**Response:**

4.3.6. How can a member request IPv6 address assignments?

**Response:**

4.3.7. Does your organization deploy IPv6-compatible new network equipment exclusively?

**Response:**

4.3.8. Can your organization provide a MiCTA member with a connection to Internet2? If yes, please describe how a member would be connected to Internet2. Please describe any geographic limitations that may affect a member's ability to receive Internet2 connectivity.

**Response:**

1886  
1887  
1888  
1889  
1890  
1891  
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1895  
1896  
1897  
1898

### 4.4. Network Usage and Reporting

4.4.1. Please describe your organization's ability to provide network usage statistics to MiCTA members.

**Response:**

4.4.2. Does your organization facilitate the independent collection of network usage statistics 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:**

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

1899  
1900

**Response:**

1901

#### 4.5. Equipment

1902

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

1903

1904

**Response:**

1905

1906

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

1907

1908

**Response:**

1909

1910

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

1911

1912

**Response:**

1913

1914

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

1915

1916

**Response:**

1917

1918

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

1919

1920

**Response:**

1921

1922

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

1923

1924

**Response:**

1925

1926

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

1927

1928

**Response:**

1929

1930

#### 4.6. Network Operations Center

1931

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

1932

**Response:**

1933

1934

4.6.2. Are your NOC services provided by a subcontractor?

1935

**Response:**

1936

1937

4.6.3. How many NOC sites does your organization operate?

1938

**Response:**

1939

1940 4.6.4. Does your organization use any call centers not physically located in the  
1941 United States?  
1942 **Response:**  
1943  
1944 4.6.5. Identify the location of each NOC service site.  
1945 **Response:**  
1946  
1947 4.6.6. What are the hours of operation for the NOC? Please include time zones.  
1948 **Response:**  
1949  
1950 4.6.7. How many technical, support, and supervisory personnel per shift staff  
1951 your NOC?  
1952 **Response:**  
1953  
1954 4.6.8. Identify any certifications required or held by your NOC staff.  
1955 **Response:**  
1956  
1957 4.6.9. Describe the process for MiCTA Members to contact the NOC.  
1958 **Response:**  
1959  
1960 4.6.10. Will MiCTA members use a toll-free number to access the NOC?  
1961 **Response:**  
1962  
1963 4.6.11. Will MiCTA members have direct on-line access to their trouble  
1964 tickets?  
1965 **Response:**  
1966  
1967 4.6.12. How does the NOC or the operations staff of your network inform  
1968 Members of network trouble that may affect their connectivity?  
1969 **Response:**  
1970  
1971 4.6.13. Describe your organization's NOC escalation procedure.  
1972 **Response:**  
1973  
1974 4.6.14. Indicate the second- and third-level resources available to address  
1975 problems.  
1976 **Response:**  
1977  
1978 4.6.15. How are critical problems addressed during non-business or  
1979 holiday hours?  
1980 **Response:**  
1981

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#### 4.7. Internet Access Services

Our members want primarily higher speed private line connections to the Internet. This may include T1 or multiple-T1 speeds, T3 speeds, or fiber-optic connections where available. The network equipment should be capable of at least 100Mb/s. 1 Gb/s or higher may be preferred by many members. Some very large educational members may look for 10 Gb/s connectivity or higher for certain uses. Please identify all available speeds on the worksheets you supply with your cost proposal.

4.7.1. Describe all Internet access connections your organization can supply to a member. Please describe the range of attachment speeds your organization offers and the technologies your network can support for attachments to your network.

**Response:**

4.7.2. Please describe any special transit services your organization may offer to carry network traffic to a NAP.

**Response:**

4.7.3. Does your organization provide intranet or WAN services for members that may have multiple locations?

**Response:**

4.7.4. Can your organization construct VPN connections to and from the Member's network? If so, are the VPNs you offer hardware-based or software-based?

**Response:**

4.7.5. Describe your organization's ability to connect individuals' homes to the Member's networks. This may be accomplished through the use of ISDN lines, ADSL connections, or other private lines.

**Response:**

4.7.6. Does your organization supply local dial-up access, 800-dial up access or related services?

**Response:**

2018 **5. Cellular And Wireless Services**

2019 Potential vendors that wish to provide cellular, or wireless products and services must  
2020 complete the appropriate responses to this section. Do not specify cost information in  
2021 your response. Please consult Section 8 of this document regarding the instructions for  
2022 your cost proposal. Place all cost information for your cellular and wireless services in  
2023 your sealed Cost Proposal.

2024 **5.1. Prospective Cellular Vendor Qualifications**

2025 5.1.1. Please describe your organization's role in providing cellular services.  
2026 Include the length of time your organization has provided these services.

2027 **Response:**

2028

2029 5.1.2. Please indicate whether your organization provides services directly to  
2030 the end user or resells the services of a larger provider. If your  
2031 organization resells the services of another provider, please identify the  
2032 actual provider of the service.

2033 **Response:**

2034

2035 5.1.3. If your organization operates a cellular or wireless network, please  
2036 describe the network. Indicate its coverage area as local, regional or  
2037 national. Using a coverage map, please clearly indicate the geographic  
2038 area(s) in which your services are available. **Clearly label your cellular  
2039 coverage map as 5.1.3 and place it in the Attachments section of your  
2040 response.**

2041 **Response:**

2042

2043 5.1.4. Indicate any limitations or restrictions on the provision of these services.

2044 **Response:**

2045

2046 5.1.5. Using a coverage map or similar tool, indicate where roaming or remote  
2047 service is available through another carrier. **Clearly label your roaming  
2048 map 5.1.5 and place it in the Attachments section of your response.**

2049 You will be asked to identify any roaming charges in your cost proposal.

2050 **Response:**

2051

2052 **5.2. Cellular Services**

2053 5.2.1. Provide a complete description of all service plans that will be made  
2054 available to members in your offer. Please describe the individual benefits  
2055 of and distinctions among each plan.

2056 **Response:**

2057



2058 5.2.2. Indicate the protocols used by vendor's voice and/or data plans (e.g.  
2059 CDMA, GSM, etc.)

2060 **Response:**

2061

2062 5.2.3. With the service plans in your offer, will the member pay any one-time  
2063 charges?

2064 **Response:**

2065

2066 5.2.4. Will the member pay a per-line activation fee?

2067 **Response:**

2068

2069 5.2.5. What, if any, other fees will a member pay under the plans your  
2070 organization offers?

2071 **Response:**

2072

2073 5.2.6. Will the member pay airtime for individual phone lines, or can the  
2074 member purchase airtime in bulk to be shared among many lines?

2075 **Response:**

2076

2077 5.2.7. Do unused minutes expire at the end of each month or billing period, or  
2078 do unused minutes accumulate?

2079 **Response:**

2080

2081 5.2.8. Does your organization apply roaming charges to out-of-area calls?

2082 **Response:**

2083

2084 5.2.9. Describe your organization's roaming coverage.

2085 **Response:**

2086

2087 5.2.10. At what point will the member incur roaming charges?

2088 **Response:**

2089

2090 5.2.11. How will a user know when s/he is roaming?

2091 **Response:**

2092

### 2093 5.3. Cellular Data Services

2094 5.3.1. Please describe the data plans that are available for use with mobile  
2095 devices on your network. If your offer includes more than one data plan,  
2096 please describe the differences between the features and benefits of each  
2097 plan.

2098 **Response:**

2099

2100 5.3.2. Include a map of your cellular data coverage area. **Clearly label it 5.3.2**  
2101 **and place it in the Attachments section of your response.** If your  
2102 cellular data coverage area is identical to the coverage area for your  
2103 cellular telephone services, please simply indicate that below. Do not  
2104 provide a second coverage map.

2105 **Response:**

2106  
2107 5.3.3. Describe how your service transitions from licensed cellular services to  
2108 un-licensed fixed wireless service without loss or interruption of service.

2109 **Response:**

2110

#### 2111 **5.4. Cellular Equipment and Mobile Devices**

2112 5.4.1. Specify the type of phone required for network access.

2113 **Response:**

2114

2115 5.4.2. Specify the type of data devices the potential vendor will make available  
2116 under the plan(s) in the offer. Include cell phones with data capability, data  
2117 modems, and other devices with embedded cellular data capability as  
2118 appropriate.

2119 **Response:**

2120

2121 5.4.3. Under each plan, is the member restricted to using specific mobile device  
2122 models?

2123 **Response:**

2124

2125 5.4.4. Describe the procedure the member must follow to activate a new  
2126 account under the plan.

2127 **Response:**

2128

2129 5.4.5. Describe the procedure the member must follow to replace or upgrade a  
2130 mobile device under the plan.

2131 **Response:**

2132

2133 5.4.6. Can the member purchase the mobile device outright?

2134 **Response:**

2135

2136 5.4.7. Can the member lease a mobile device under your organization's offer?

2137 **Response:**

2138

2139 5.4.8. Is the mobile device provided to the member at no cost in consideration  
2140 of the service contract?

2141 **Response:**

2142

2143 5.4.9. Identify all accessories, batteries, SIM cards, battery chargers, etc., that  
2144 are included with the initial purchase/lease of the mobile device?

2145 **Response:**

2146  
2147 5.4.10. Are batteries replaced at no cost to the member during the life of  
2148 the service contract?

2149 **Response:**

2150  
2151 5.4.11. How often will the plan(s) mobile device model choices be  
2152 updated during the Master Service Agreement?

2153 **Response:**

2154  
2155 5.4.12. Does your current selection of mobile devices include at least one  
2156 "smart phone?"

2157 **Response:**

2158  
2159 5.4.13. Does your organization offer at least one plan that includes a two-  
2160 way talk feature?

2161 **Response:**

2162  
2163 5.4.14. Does your organization's offer include cellular data cards that can  
2164 be used in conjunction with portable electronic devices, such as laptops?

2165 **Response:**

2166  
2167 5.4.15. Does your organization offer insurance plans for mobile devices?

2168 **Response:**

2169

## 2170 5.5. Required Cellular Plan Applications and Features

2171 5.5.1. With regard to the cellular plans you offer, at least one plan must offer all  
2172 of the following:

- 2173 • Call forwarding
- 2174 • Voice mail
- 2175 • 3-Way calling
- 2176 • Caller ID
- 2177 • Redial
- 2178 • Signal Encryption
- 2179 • Web Access via a browser on the phone
- 2180 • Text messaging

2181 Does at least one of your offered plans meet all of these requirements?

2182 **Response:**

2183

2184 **5.6. Student/Affiliation Cellular Services Program**

2185 MiCTA and its members seek an affiliation-based cellular service plan that they can  
2186 offer available to students, employees, alumni, family member and others with an  
2187 affiliation to the Member.

2188 5.6.1. Does your offer include an affiliation program that will enable a member  
2189 to offer cellular services (including data plans) available to member-  
2190 affiliated personnel?

2191 **Response:**

2192  
2193 5.6.2. If your plan includes an affiliation-based offering, please describe the  
2194 offer in detail. Include a description of the cellular services and data plans  
2195 our members could offer to their affiliated personnel. Do not include cost  
2196 information in your response.

2197 **Response:**

2198  
2199 5.6.3. What are the limitations on program usage (e.g., number of minutes per  
2200 month, text messaging limits, etc)

2201 **Response:**

2202  
2203 5.6.4. Describe all included services (e.g., caller I.D., voicemail, texting-  
2204 options, preferred browser products, and regional or national coverage  
2205 descriptions).

2206 **Response:**

2207  
2208 5.6.5. Under the terms of your offer, how will the affiliation program be  
2209 administered?

2210 **Response:**

2211  
2212 5.6.6. Describe the equipment that the end-user would need to participate in the  
2213 affiliate program.

2214 **Response:**

2215  
2216 5.6.7. How would a user switch or replace equipment under the plan?

2217 **Response:**

2218  
2219 5.6.8. Describe the equipment that the Member would need to make these  
2220 services available to its affiliated personnel.

2221 **Response:**

2222  
2223 5.6.9. How will the end user demonstrate an affiliation with the Member?

2224 **Response:**

2225  
2226 5.6.10. If the end-user's affiliation with the Member ends, will that cancel  
2227 his/her participation in the affiliation program?

2228 **Response:**  
2229

2230 **5.7. Pre-Paid Cellular Services**

2231 5.7.1. MiCTA and its members seek an affiliation-based pre-paid cellular  
2232 service plan that they can offer available to students, employees, alumni,  
2233 family member and others with an affiliation to the Member.

2234 **Response:**  
2235

2236 5.7.2. Does your offer include at least one pre-paid cellular plan that will enable  
2237 members, their staff, students, families and alumni to purchase pre-paid  
2238 cellular services at a discount over what's available through retail outlets?

2239 **Response:**  
2240

2241 5.7.3. If so, please describe the features and benefits of your prepaid cellular  
2242 plan(s). Do not include cost information.

2243 **Response:**  
2244

2245 5.7.4. Under the terms of your offer, how will a prepaid cellular plan be offered  
2246 or administered?

2247 **Response:**  
2248

2249 5.7.5. How many handset choices are available for your prepaid cellular service  
2250 plan(s)? Please indicate which models are available.

2251 **Response:**  
2252

2253 5.7.6. How will prepaid minutes be added to the user's balance?

2254 **Response:**  
2255

2256 5.7.7. What is the minimum number of prepaid minutes a user can purchase?

2257 **Response:**  
2258

2259 5.7.8. What is the maximum number of prepaid minutes a user can purchase?

2260 **Response:**  
2261

2262 5.7.9. Do prepaid minutes expire? If so, please indicate how long prepaid  
2263 airtime will be available under your service plan(s).

2264 **Response:**  
2265

2266 5.7.10. How long after the prepaid user's balance falls to zero does the  
2267 user's prepaid account expire?

2268 **Response:**  
2269

2270 5.7.11. Does a prepaid user lose his or her phone number under this plan  
2271 when the prepaid account expires?

2272 **Response:**

2273

## 2274 **5.8. Prospective Wireless Vendor Qualifications**

2275 Potential vendors that wish to provide wireless products and services must complete  
2276 the responses to this section. Do not specify cost information in your responses to  
2277 these questions. You will place specific pricing information in your cost proposal in  
2278 Section 8.

2279 5.8.1. Please describe your organization's ability to provide wireless  
2280 LAN/WAN/MAN services. Include the length of time your organization  
2281 has provided these services.

2282 **Response:**

2283

2284 5.8.2. Please indicate whether your organization provides services directly to  
2285 the end user or resells the services of a larger provider.

2286 **Response:**

2287

2288 5.8.3. Does your organization operate a wireless network? If yes, please  
2289 describe the network. Indicate its coverage area as local, regional or  
2290 national. Using a coverage map, please clearly indicate the geographic  
2291 area(s) in which your services are available. **Clearly label this map 5.8.3**  
2292 **and include it in the Attachments section of your response.** Indicate any  
2293 limitations or restrictions on the provision of these services.

2294 **Response:**

2295

2296 5.8.4. If your organization does not operate a wireless network, but you provide  
2297 wireless network construction, design and implementation services, please  
2298 indicate the geographic region(s) in which your organization provides  
2299 these services.

2300 **Response:**

2301

## 2302 **5.9. Wireless Equipment/Services:**

2303 5.9.1. Identify the supported platforms and topologies for all wireless  
2304 LAN/WAN/MAN products and service included in your offer.

2305 **Response:**

2306

2307 5.9.2. Identify your organization's manufacturer certifications held for wireless  
2308 LAN/WAN/MAN equipment included in your offer.

2309 **Response:**

2310

2311 5.9.3. Identify all 802.x standards your proposed equipment conforms to.  
2312 Identify all equipment that does not conform to 802.x standards and  
2313 indicate why your organization has chosen to use it.

2314 **Response:**

2315  
2316 5.9.4. Provide a list of products, optional features, software, accessories, and  
2317 services that would be made available as part of the Vendor's proposal  
2318 offer to implement or upgrade wireless systems. Optional features may  
2319 include:

- 2320 • Licensed and unlicensed wireless LAN/WAN/MAN options
- 2321 • Wireless data security systems
- 2322 • Other Wireless LAN/WAN/MAN systems that your organization will offer  
2323 to Members

2324 **Response:**

2325

## 2326 **5.10. Wireless In-Building Cellular Coverage Systems**

2327 Potential vendors that wish to provide wireless in-building cellular coverage systems  
2328 must respond to the questions in this section.

2329 5.10.1. Please describe your organization's ability to provide wireless in-  
2330 building cellular coverage system services. Include the length of time your  
2331 organization has provided these services.

2332 **Response:**

2333

2334 5.10.2. Please indicate whether your organization provides services  
2335 directly to the end user or resells the services of a larger provider. If your  
2336 organization resells the services of another provider, please identify the  
2337 actual provider of the service.

2338 **Response:**

2339

2340 5.10.3. Please describe the area in which you can provide these services.  
2341 Indicate whether your organization operates a cellular network, resells the  
2342 services of a wireless provider in conjunction with your in-building  
2343 wireless offering or neither. Using a map, clearly indicate the geographic  
2344 area(s) in which your services are available. Clearly indicate any  
2345 limitations or restrictions on the provision of these services. **Label your  
2346 map 5.12.3 and place it in the Attachments section of your response.**

2347 **Response:**

2348

2349 5.10.4. Identify the supported platforms and topologies for all wireless in-  
2350 building cellular coverage systems products and service being offered.  
2351 Provide manufacturers' technical specifications for the equipment included  
2352 in this offer.

2353 **Response:**

2354  
2355  
2356  
2357  
2358  
2359  
2360  
2361  
2362  
2363

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

**Response:**

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

**Response:**



2364 **6. Specialty Services And Applications**

2365 Potential vendors that wish to provide any or all of the specialty products and services  
2366 indicated here must complete the appropriate responses to this section. Please consult  
2367 Section 8 of this document regarding the instructions for your cost proposal. Place all  
2368 cost information for your specialty services and applications services in your sealed Cost  
2369 Proposal.

2370  
2371 The specialty services included in this section are:

- 2372 E-Mail Services
- 2373 Data Storage and Backup Services
- 2374 Professional Services
  - 2375 • Consulting
  - 2376 • Network Support Services
- 2377 Network and Desktop Security
- 2378 Business Continuity and Disaster Recovery Services
- 2379 Global Positioning Systems. Vehicle Leasing and Fleet Management Services
- 2380 Conferencing Solutions
  - 2381 • Audio Conferencing
  - 2382 • Web Conferencing
  - 2383 • Video Conferencing
- 2384 Miscellaneous Services
- 2385 Power Backup and Emergency Power Systems
- 2386 Extended Warranty and Maintenance Services

2387 **6.1. Prospective Specialty Services Vendor Qualifications**

2388 6.1.1. Please describe your organization's ability to provide the specialty  
2389 services in this section. Include the length of time your organization has  
2390 provided these services.

2391 **Response:**

2392

2393 6.1.2. Please indicate whether your organization provides services directly to  
2394 the end user or resells the services of a larger provider. If your  
2395 organization resells the services of another provider, please identify the  
2396 actual provider of the service.

2397 **Response:**

2398

2399 6.1.3. Please clearly indicate the geographic area(s) in which your services are  
2400 available. Clearly indicate any limitations or restrictions on the provision  
2401 of these services.

2402 **Response:**

2403

- 2404 **6.2. E-Mail Service Specifications**
- 2405 6.2.1. Describe all managed email services included in your offer. Indicate the
- 2406 services that are included as part of the basic offer.
- 2407 **Response:**
- 2408
- 2409 6.2.2. Completely describe all optional features and services including
- 2410 unsolicited commercial email filtering; virus, spyware and/or malware
- 2411 protection; content filtering; content backup and restoration services;
- 2412 account management, etc.
- 2413 **Response:**
- 2414
- 2415 6.2.3. Describe the per-user or per-organization email storage space options
- 2416 available.
- 2417 **Response:**
- 2418
- 2419 6.2.4. Describe the licensing options available under your offer. Do not include
- 2420 cost information here.
- 2421 **Response:**
- 2422

2423 **6.3. Data Storage And Backup Services:**

- 2424 6.3.1. **Data Storage Services**
- 2425 6.3.1.1. Provide a complete description of each data storage service
- 2426 included in this offer.
- 2427 **Response:**
- 2428
- 2429 6.3.1.2. Are Service Level Agreements included as part of the service
- 2430 offering? **If yes, please clearly label you standard SLA 6.3.1.2 and**
- 2431 **place it in the Attachments section of your response.**
- 2432 **Response:**
- 2433
- 2434 6.3.1.3. Specify the geographical coverage area for each storage service
- 2435 offering. Identify any geographical constraints.
- 2436 **Response:**
- 2437
- 2438 6.3.1.4. Identify how storage services costs are calculated (e.g. per Gb).
- 2439 Do not provide actual cost information in your response.
- 2440 **Response:**
- 2441

- 2442 6.3.2. **Data Backup Services**
- 2443 6.3.2.1. Completely describe all data backup plans included in your offer.
- 2444 Include a copy of any Service Level Agreements that apply to the
- 2445 backup service.
- 2446 **Response:**
- 2447
- 2448 6.3.2.2. Specify the geographical coverage area for your backup services
- 2449 and identify any geographic constraints.
- 2450 **Response:**
- 2451
- 2452 6.3.2.3. Identify how backup service costs are calculated. Do not include
- 2453 actual costs in your response.
- 2454 **Response:**
- 2455
- 2456 6.3.3. **Remote Data Backup Services:**
- 2457 6.3.3.1. Completely describe all remote data backup plans included in
- 2458 your offer. **Clearly label any Service Level Agreements that apply**
- 2459 **to the backup service as 6.3.3.1 and include them in the**
- 2460 **Attachments section of your response.**
- 2461 **Response:**
- 2462
- 2463 6.3.3.2. Identify the location(s) of your data center(s). Is/Are your data
- 2464 center(s) backed up? If so, where is/are the backup data center(s)
- 2465 located?
- 2466 **Response:**
- 2467
- 2468 6.3.3.3. Indicate the storage capacity of your data center. Include
- 2469 information about the inbound and outbound bandwidth available.
- 2470 Describe its redundant connections.
- 2471 **Response:**
- 2472
- 2473 6.3.3.4. Describe the security provided in your data center.
- 2474 **Response:**
- 2475
- 2476 6.3.3.5. Does your remote backup service include the creation of
- 2477 redundant data backups that are housed in a different data center?
- 2478 **Response:**
- 2479
- 2480 6.3.3.6. Specify the geographical coverage area for remote backup
- 2481 services offering and identify any geographic constraints.
- 2482 **Response:**
- 2483
- 2484 6.3.3.7. Identify the measured reliability of your remote backup services.

2485 **Response:**  
2486  
2487 6.3.3.8. Indicate what happens when the remote backup fails.  
2488 **Response:**  
2489  
2490 6.3.3.9. Describe how remote backup service costs are calculated. Do not  
2491 include actual costs in your response.  
2492 **Response:**  
2493

## 2494 6.4. Professional Services

2495 6.4.1. **Consulting:**  
2496 6.4.1.1. Describe the consulting services your organization is offering.  
2497 **Response:**  
2498  
2499 6.4.1.2. What reports are provided the Member as part of the service?  
2500 **Response:**  
2501  
2502 6.4.1.3. Specify the benefits these services will provide.  
2503 **Response:**  
2504  
2505 6.4.1.4. List any performance guarantees included in your offer.  
2506 **Response:**  
2507  
2508 6.4.1.5. Describe how the costs are calculated (flat rate/hourly rate – not  
2509 to exceed value). Do not include actual cost information.  
2510 **Response:**  
2511  
2512 6.4.1.6. Indicate any geographical limitations of the proposed consulting  
2513 services.  
2514 **Response:**  
2515

2516 6.4.2. **Network Support Services**  
2517 6.4.2.1. Describe any Network Support services that will be made  
2518 available to the membership.  
2519 **Response:**  
2520  
2521 6.4.2.2. List the network platforms that are addressed under this service  
2522 offering. List any services or platforms that are specifically excluded.  
2523 **Response:**  
2524  
2525 6.4.2.3. How will personnel be assigned to Member accounts?  
2526 **Response:**

2527  
2528 6.4.2.4. How are the member's network performance levels determined?

2529 **Response:**

2530  
2531 6.4.2.5. How does your organization communicate with members  
2532 regarding network performance issues?

2533 **Response:**

2534  
2535 6.4.2.6. Specify whether there is an assigned single point of contact for  
2536 each Member for each shift.

2537 **Response:**

2538  
2539 6.4.2.7. How are problems that occur outside of normal business hours  
2540 addressed?

2541 **Response:**

2542  
2543 6.4.2.8. Describe the Service Level Agreement that is offered under each  
2544 of the management program(s) offered above. Include a copy of all  
2545 service level agreements.

2546 **Response:**

2547  
2548 6.4.2.9. Identify the geographic coverage area for Network Support  
2549 services.

2550 **Response:**

2551  
2552 6.4.2.10. Describe how costs are calculated for Network Support services.  
2553 Do not include actual costs here.

2554 **Response:**

2555

## 2556 6.5. Network/Desktop Security

2557 6.5.1. Describe each security solution included in the offer. In addition to  
2558 licensed products, security solutions may also include customized services  
2559 like security audits; on-site security support; forensic analysis; training  
2560 services; vulnerability testing; and similar services.

2561 **Response:**

2562  
2563 6.5.2. For packaged solutions, please identify the way in which the product(s)  
2564 is/are licensed. Include volume-licensing information where applicable.

2565 **Response:**

2566  
2567 6.5.3. For customized security solutions, indicate exactly what services are  
2568 provided.

2569 **Response:**

2570  
2571 6.5.4. Include a list of reports that can be generated by your security solution.  
2572 **Attach a sample of each report to your response and clearly label**  
2573 **them 6.5.4 (a), 6.5.4 (b), etc and place them in the Attachments section**  
2574 **of your response.**

2575 **Response:**

2576  
2577 6.5.5. Identify the geographic coverage area for your security solution(s).  
2578 Indicate any geographic restrictions that may apply.

2579 **Response:**

2580  
2581 6.5.6. How are the costs for customized security solutions determined? Do not  
2582 include cost information in this section.

2583 **Response:**

2584  
2585 6.5.7. Can your organization provide additional customization for security  
2586 solutions?

2587 **Response:**

2588  
2589 6.5.8. Are customized security solutions provided directly by your organization  
2590 or do you contract with another provider for these services?

2591 **Response:**

2592

## 2593 **6.6. Business Continuity, Disaster Recovery and Remote Computing Services**

2594 Please describe all business continuity/disaster recovery (BC/DR) and remote  
2595 computing programs that are included in your offer. These services may be provided  
2596 either via co-location or remote location options. Do not address the costs of these  
2597 services in your responses to this section.

### 2598 **6.6.1. Business Continuity, Disaster Recovery and Remote Computing Vendor** 2599 **Qualifications**

2600 6.6.1.1. Please describe your organization's ability to provide the business  
2601 continuity and disaster recover services requested in this section.  
2602 Include the length of time your organization has provided these  
2603 services.

2604 **Response:**

2605  
2606 6.6.1.2. Please indicate whether your organization provides services  
2607 directly to the end user or resells the services of a larger provider. If  
2608 your organization resells the services of another provider, please  
2609 identify the actual provider of the service.

2610 **Response:**

2611

2612 6.6.1.3. Please clearly indicate the geographic area(s) in which your  
2613 services are available. Clearly indicate any limitations or restrictions  
2614 on the provision of these services.

2615 **Response:**  
2616

2617 6.6.2. **Collocation/Remote Location Facilities**

2618 6.6.2.1. Please describe the security available at any collocation facilities  
2619 or remote locations included in your offer. Include descriptions of  
2620 building and parking lot security; building monitoring; and access  
2621 control for secure and non-secure access to the building or  
2622 collocation/remote location space(s).

2623 **Response:**  
2624

2625 6.6.2.2. What type of security access is provided to Member's staff?

2626 **Response:**  
2627

2628 6.6.2.3. How are elevators, offices, and server room doors within the  
2629 collocation space secured?

2630 **Response:**  
2631

2632 6.6.2.4. Describe the available collocation/remote location space.

2633 **Response:**  
2634

2635 6.6.2.5. Describe the environmental controls in the collocation/remote  
2636 location space.

2637 **Response:**  
2638

2639 6.6.2.6. Describe the fire protection systems available in the  
2640 collocation/remote location space.

2641 **Response:**  
2642

2643 6.6.2.7. Describe the backup power systems available in the  
2644 collocation/remote location facilities.

2645 **Response:**  
2646

2647 6.6.2.8. Who manages the collocation/remote location facility?

2648 **Response:**  
2649

2650 6.6.2.9. Describe all administrative and support services that are included  
2651 in the offer, or that are available at the Member's option. Include  
2652 technical support, help desk or NOC services, on-premise security,  
2653 software support, network monitoring capabilities in your description.

2654 **Response:**

- 2655  
2656 6.6.2.10. Describe any engineering or professional support that is included  
2657 or that can be made available to Members upon request. Identify the  
2658 skill set and level(s) of experience of the engineering support  
2659 personnel.  
2660 **Response:**  
2661  
2662 6.6.2.11. How is the collocation/remote location space attached to the  
2663 Internet? Include the type and speed of each connection.  
2664 **Response:**  
2665  
2666 6.6.2.12. Does the collocation/remote location facility have more than one  
2667 completely independent connection to the Internet?  
2668 **Response:**  
2669  
2670 6.6.2.13. How much bandwidth will be made available to the Member  
2671 under your offer?  
2672 **Response:**  
2673  
2674 6.6.2.14. Describe the network architecture in the collocation/remote  
2675 location space.  
2676 **Response:**  
2677  
2678 6.6.2.15. Identify the uptime guarantee percentage for Internet connectivity  
2679 in this space.  
2680 **Response:**  
2681  
2682 6.6.2.16. Does the BC/DR/remote computing offer provide data backup for  
2683 servers and other data storage devices housed in the  
2684 collocation/remote location facility?  
2685 **Response:**  
2686  
2687 6.6.2.17. How would a member gain access to the collocation/remote  
2688 location facility in an emergency?  
2689 **Response:**  
2690  
2691 6.6.2.18. How does your proposed offer facilitate communications in an  
2692 emergency?  
2693 **Response:**  
2694  
2695 6.6.2.19. Does the proposed solution impose time limitations for  
2696 conducting emergency operations from the collocation/remote location  
2697 space? If so, identify these.  
2698 **Response:**



- 2699  
2700 6.6.2.20. Does your offer include any training or support services for  
2701 BC/DR/remote computing? If so, please describe these in detail.  
2702 **Response:**  
2703
- 2704 6.6.2.21. Identify any reports and on-line information that is made available  
2705 to Members.  
2706 **Response:**  
2707
- 2708 6.6.2.22. Does your organization have any BC/DR/remote computing  
2709 experts on staff? If so, please describe the nature of their expertise.  
2710 **Response:**  
2711
- 2712 6.6.2.23. Describe the limitations of the proposed offer. Identify services  
2713 that are specifically excluded from the vendor's BC/DR/remote  
2714 computing offering.  
2715 **Response:**  
2716
- 2717 6.6.2.24. Administrative and Support Services – including technical  
2718 support, Help Desk services, NOC services, on-premise security,  
2719 software support, network monitoring, etc.  
2720 **Response:**  
2721
- 2722 6.6.2.25. Indicate how the costs for your BC/DR/remote computing  
2723 services are calculated for each of the services offered. Do not include  
2724 actual cost information.  
2725 **Response:**  
2726

## 2727 6.7. Global Positioning System and Fleet Management Services

- 2728 6.7.1. **Prospective Vendor Qualifications**
- 2729 6.7.1.1. Please describe your organization's ability to provide Global  
2730 Positioning System (GPS) and/or fleet management services. Include  
2731 the length of time your organization has provided these services.  
2732 **Response:**  
2733
- 2734 6.7.1.2. Please indicate whether your organization provides services  
2735 directly to the end user or resells the services of a larger provider. If  
2736 your organization resells the services of another provider, please  
2737 identify the actual provider of the service.  
2738 **Response:**  
2739

- 2740 6.7.2. **GPS Services**
- 2741 6.7.2.1. Please describe the GPS-related services (i.e. 911, E-911, plot
- 2742 mapping, fleet tracking, etc.) your organization can offer. Indicate
- 2743 whether these services are available locally, regionally or nationally.
- 2744 Identify any limitations on availability of your service offering.
- 2745 **Response:**
- 2746
- 2747 6.7.2.2. If you offer more than one GPS service plan or a variety of
- 2748 solutions, how are the offerings different? Describe the features,
- 2749 benefits and capabilities of each solution your organization proposes.
- 2750 Clearly distinguish standard features that incur no added cost from
- 2751 optional features that may incur additional cost. Do not include cost
- 2752 information in this section.
- 2753 **Response:**
- 2754
- 2755 6.7.2.3. What if any equipment, service, and maintenance/support services
- 2756 are included with each system?
- 2757
- 2758 6.7.2.4. Specify the equipment Member is required to have or purchase to
- 2759 use the proposed GPS services.
- 2760 **Response:**
- 2761
- 2762 6.7.2.5. Describe the measured availability of the service.
- 2763 **Response:**
- 2764
- 2765 6.7.2.6. Describe any known limitations of the service.
- 2766 **Response:**
- 2767
- 2768 6.7.2.7. Describe your network operations center.
- 2769 **Response:**
- 2770
- 2771 6.7.2.8. How is the cost of each solution determined? Do not include
- 2772 actual cost information in your response.
- 2773 **Response:**
- 2774
- 2775 6.7.2.9. Describe the support that is available with the service.
- 2776 **Response:**
- 2777
- 2778 6.7.2.10. Is support included in your offer or is it an option?
- 2779 **Response:**
- 2780

- 2781 6.7.3. **Commercial Vehicle, Fleet Vehicle and Heavy Equipment Leasing**  
2782 6.7.3.1. Please describe the vehicle and/or heavy-equipment leasing  
2783 services your organization can offer. Identify specific vehicles and  
2784 vehicle types that are available in your offer.  
2785 **Response:**  
2786  
2787 6.7.3.2. Indicate whether your services are available locally, regionally or  
2788 nationally.  
2789 **Response:**  
2790  
2791 6.7.3.3. How are your leased vehicles delivered and returned?  
2792 **Response:**  
2793  
2794 6.7.3.4. Describe the minimum insurance coverage you require on leased  
2795 vehicles and heavy equipment.  
2796 **Response:**  
2797  
2798 6.7.3.5. Identify any limitations on availability of your service offering.  
2799 **Response:**  
2800  
2801 6.7.3.6. What if any maintenance and support services are included with  
2802 each system?  
2803 **Response:**  
2804  
2805 6.7.3.7. Describe any additional services that are available optionally  
2806 through your offer.  
2807 **Response:**  
2808  
2809 6.7.3.8. Describe the mileage/usage limitations that apply to your  
2810 vehicles.  
2811 **Response:**  
2812  
2813 6.7.3.9. How are over-use charges calculated? (Do not include actual cost  
2814 information in your response.)  
2815 **Response:**  
2816  
2817 6.7.3.10. Describe your financing programs.  
2818 **Response:**  
2819

2820  
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2861

## 6.8. Comprehensive Conferencing

### 6.8.1. Prospective Vendor Qualifications

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

**Response:**

6.8.1.2. 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.

**Response:**

### 6.8.2. Audio Conferencing Services

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

**Response:**

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

**Response:**

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

**Response:**

6.8.2.4. List all known incompatibilities.

**Response:**

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

**Response:**

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

**Response:**

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

**Response:**

6.8.2.8. How would a member make a conference reservation?

- 2862 **Response:**  
2863  
2864 6.8.2.9. What training, if any, does your organization provide to a  
2865 Member who is using the audio conference service?  
2866 **Response:**  
2867  
2868 6.8.2.10. How is the cost of the service calculated? Do not include cost  
2869 information in your response.  
2870 **Response:**  
2871  
2872 6.8.2.11. How is the service billed? Include a sample bill with your  
2873 response. **Clearly label it 6.8.2.11 and place it in the Attachments**  
2874 **section of your response.**  
2875 **Response:**  
2876  
2877 6.8.2.12. Describe Vendors geographical coverage area for Audio  
2878 Conferencing Services, any limitations that would affect Member  
2879 services.  
2880 **Response:**  
2881
- 2882 6.8.3. **Web Conferencing**  
2883 6.8.3.1. Describe Vendor’s web conferencing plans that are available  
2884 under this offer.  
2885 **Response:**  
2886  
2887 6.8.3.2. What differentiates each of the plans?  
2888 **Response:**  
2889  
2890 6.8.3.3. Does your offer include Webinar services? If so, please describe  
2891 these services completely. Indicate exactly what is included in each  
2892 plan.  
2893 **Response:**  
2894  
2895 6.8.3.4. What hardware or software (if any) is required to use the offered  
2896 services?  
2897 **Response:**  
2898  
2899 6.8.3.5. List all known incompatibilities.  
2900 **Response:**  
2901  
2902 6.8.3.6. Is the Web conferencing service provided via a vendor-hosted  
2903 solution?  
2904 **Response:**

- 2905  
2906 6.8.3.7. For vendor-hosted solutions, is a client software application  
2907 required to participate in the conference?  
2908 **Response:**  
2909
- 2910 6.8.3.8. Is the client-software application made available to participants  
2911 free-of-charge?  
2912 **Response:**  
2913
- 2914 6.8.3.9. For vendor-hosted solutions, is a conference recording option  
2915 available?  
2916 **Response:**  
2917
- 2918 6.8.3.10. How much space is allocated to each conference?  
2919 **Response:**  
2920
- 2921 6.8.3.11. How long will recorded conferences be stored?  
2922 **Response:**  
2923
- 2924 6.8.3.12. Is your Web-conferencing solution capable of linking with a  
2925 telephone bridge?  
2926 **Response:**  
2927
- 2928 6.8.3.13. Is a link to a telephone bridge provided free of charge or is it a  
2929 billable service? Do not include cost information in your response.  
2930 **Response:**  
2931
- 2932 6.8.3.14. Is there a licensing cost associated with using a vendor-hosted  
2933 solution? If so, how is the licensing cost determined. Do not include  
2934 cost information in your response.  
2935 **Response:**  
2936
- 2937 6.8.3.15. Does your Web conferencing solution integrate with Learning  
2938 Management Systems (LMS)?  
2939 **Response:**  
2940
- 2941 6.8.3.16. What hardware or software is needed to integrate your proposed  
2942 solution(s) with an existing LMS?  
2943 **Response:**  
2944
- 2945 6.8.3.17. List any known incompatible LMS systems.  
2946 **Response:**  
2947
- 2948 6.8.3.18. Describe your video streaming options.

2949 **Response:**  
2950  
2951 6.8.3.19. Identify the technical support that will be available to a member  
2952 using your service.

2953 **Response:**  
2954  
2955 6.8.3.20. Is technical support included as part of the service? If it is not,  
2956 how is technical support billed? Do not include cost information in  
2957 your response.

2958 **Response:**  
2959  
2960 6.8.3.21. How would a member schedule a web conference?

2961 **Response:**  
2962  
2963 6.8.3.22. Is technical support available for conferences that are active?

2964 **Response:**  
2965  
2966 6.8.3.23. Are there limits on the number of simultaneous sessions that can  
2967 attach to the Web conference? If so, please identify the connection  
2968 limits for each plan offered.

2969 **Response:**  
2970  
2971 6.8.3.24. Does the vendor provide training for a Member who will use the  
2972 Web conferencing solution? Please describe the training that is  
2973 available.

2974 **Response:**  
2975  
2976 6.8.3.25. How is the cost of the solution determined? Identify all billable  
2977 costs and services. Do not include actual cost information in your  
2978 response.

2979 **Response:**  
2980

2981 6.8.4. **Video Conferencing**

2982 6.8.4.1. Describe Vendor's capability to provide multi-point conference  
2983 bridging services to the membership

2984 **Response:**  
2985  
2986 6.8.4.2. Identify the number of ports and the bandwidths supported.

2987 **Response:**  
2988  
2989 6.8.4.3. What hardware or software does a Member need to use the  
2990 videoconferencing service?

2991 **Response:**

- 2992  
2993 6.8.4.4. Does the proposed solution support H.320, H.323, H.263, H.264,  
2994 and IP video conferencing? If not, please identify all unsupported  
2995 standards.  
2996 **Response:**  
2997
- 2998 6.8.4.5. What technical support is provided with the proposed service?  
2999 **Response:**  
3000
- 3001 6.8.4.6. Is technical support included as part of the offer or is it billed  
3002 separately?  
3003 **Response:**  
3004
- 3005 6.8.4.7. How would a member schedule a videoconference?  
3006 **Response:**  
3007
- 3008 6.8.4.8. Describe the technical support available to assist with established  
3009 conference sessions.  
3010 **Response:**  
3011
- 3012 6.8.4.9. Does your organization provide training to a Member prior to  
3013 using the video conferencing service?  
3014 **Response:**  
3015
- 3016 6.8.4.10. Does your organization help the member and/or participants  
3017 verify system operability prior to establishing a conference call?  
3018 **Response:**  
3019
- 3020 6.8.4.11. How is the cost of the service determined? Do not include actual  
3021 cost information here.  
3022 **Response:**  
3023
- 3024 6.8.4.12. Identify all billable services.  
3025 **Response:**  
3026
- 3027 6.8.4.13. When will a member be billed for services?  
3028 **Response:**  
3029
- 3030 6.8.4.14. Does your organization have any geographic limitations on  
3031 providing video conferencing services? If so, please identify all such  
3032 limits.  
3033 **Response:**  
3034



3035 6.8.4.15. Does your organization have any time-of-day limits on service  
3036 availability?

3037 6.8.4.16. **Response:**

3038

### 3039 **6.9. Miscellaneous Services**

3040 This RFP encompasses a variety of technical services that are of interest to our  
3041 membership. If your organization offers other services that provide alternative  
3042 technical solutions that this RFP has not specifically sought, or that respond to a  
3043 niche technology need in the market place, we invite you to describe these services  
3044 here. This section is an appropriate place to offer managed services, specialty  
3045 applications and similar technology products and services.

3046

3047 6.9.1. Describe the product or service in detail.

3048 **Response:**

3049

3050 6.9.2. Describe the target audience for this product or service.

3051 **Response:**

3052

3053 6.9.3. Indicate the length of time your organization has provided this product or  
3054 service.

3055 **Response:**

3056

3057 6.9.4. Indicate any geographic or technical limitations that affect your product  
3058 or service.

3059 **Response:**

3060

3061 6.9.5. Indicate any technical requirements a member must meet to adopt this  
3062 product or service.

3063 **Response:**

3064

3065 6.9.6. Describe how the cost of the product or service would be calculated. Do  
3066 not include cost information in your response.

3067 **Response:**

3068

3069 6.9.7. Attach any product or service literature that explains the offer. **Clearly**  
3070 **label this 6.9.7 and place it in the Attachments section of your**  
3071 **response.**

### 3072 **6.10. Power Backup and Emergency Power Systems**

3073 MiCTA seeks to negotiate purchase contracts for large-scale power backup systems.  
3074 The systems sought are those that are appropriate for use in computing center data  
3075 rooms, and those systems that can provide emergency or backup power for campus  
3076 buildings, hospitals and other similar facilities. Members may require design and/or

3077 installation assistance on these systems. We are not seeking desktop computer  
3078 backup systems at this time.

3079  
3080 6.10.1. Please describe your organization's ability to provide large-scale  
3081 power backup or emergency power systems. Indicate how long your  
3082 organization has provided this service.

3083 **Response:**

3084  
3085 6.10.2. Please describe any geographic limitations or constraints on your  
3086 ability to provide these products and services to MiCTA members  
3087 nationwide.

3088 **Response:**

3089  
3090 6.10.3. Please describe in detail the types of power back-up and  
3091 emergency power systems you offer.

3092 **Response:**

3093  
3094 6.10.4. Please describe in detail the type of professional design and  
3095 installation services your organization offers with regard to these systems.

3096 **Response:**

3097 6.10.5. Please attach any product or service literature regarding these  
3098 services to your response. **Clearly label them 6.10.5 and place them in**  
3099 **the Attachments section of your response.**

## 3100 **6.11. Extended Warranty and Maintenance Services**

3101 6.11.1. Does your offer include extended warranty services and/or  
3102 maintenance services?

3103 6.11.2. If yes, please answer the following questions.

3104 6.11.2.1. Indicate the terms of your extended warranty program.

3105 6.11.2.2. Identify the extended warranty or maintenance services your  
3106 organization provides.

3107 6.11.2.3. Attach a copy of the extended warranty agreement(s) and/or  
3108 standard maintenance contract. **Clearly label the extended warranty**  
3109 **agreement(s) 6.11.2.3 and place it/them in the Attachments section**  
3110 **of your response.**

3111 **7. Equipment**

3112 The MiCTA membership seeks to purchase a wide variety of equipment from  
3113 manufacturers and authorized resellers at a substantial discount. In the case of  
3114 equipment purchases, a member may be qualified to provide installation, integration,  
3115 and set-up services without the assistance of the manufacturer or reseller.

3116  
3117 MiCTA already has contracts in place for the purchase of video and videoconferencing  
3118 equipment. As such, this type of equipment is specifically excluded from consideration  
3119 under this contract.

3120  
3121 Ideally, the prospective vendor will supply a Web site where members can log in to  
3122 make purchases or submit orders for equipment purchases. The Web site should include  
3123 a complete, up-to-date catalog of equipment that is available for purchase, as well as the  
3124 most current pricing.

3125  
3126 Equipment that is of specific interest to our membership includes (but is not limited to):

- 3127
- 3128 • Telecommunications, including enterprise and small/medium-sized business
  - 3129 • Unified messaging products
  - 3130 • Networking, including routers, switches, hubs, gateways, servers, racks, etc.
  - 3131 • Wireless and cellular
  - 3132 • Equipment designed to establish, enhance or support telecommunications, VoIP,  
3133 networking, wireless or cellular infrastructure
  - 3134 • Software licenses
  - 3135 • Disaster Recovery hardware and software

3136 **7.1. Prospective Specialty Services Vendor Qualifications**

3137 7.1.1. Please describe your organization's ability to facilitate equipment  
3138 purchases. Include the length of time your organization has provided these  
3139 services.

3140 **Response:**

3141  
3142 7.1.2. Please clearly indicate the geographic area(s) in which equipment  
3143 purchases are available. Clearly indicate any limitations or restrictions on  
3144 the provision of these services.

3145 **Response:**

3146

3147 **7.2. Equipment Purchases**

3148 7.2.1. Indicate which products and services are available for purchase.

3149 **Response:**

3150

- 3151  
3152 7.2.2. Will the prospective vendor provide a Web site where members can log  
3153 in to make equipment purchases? If not, how will the prospective vendor  
3154 make its catalog or product lines available for purchase?  
3155 **Response:**  
3156
- 3157 7.2.3. Identify the prospective vendor's status as a seller of equipment. Indicate  
3158 whether the proposer is a manufacturer, retailer value-added reseller, etc.  
3159 and indicate how these designations apply to each product line included in  
3160 your offer.  
3161 **Response:**  
3162
- 3163 7.2.4. Indicate any geographic constraint that applies to equipment sales  
3164 included in your offer.  
3165 **Response:**  
3166
- 3167 7.2.5. Indicate how a member's order will be processed and tracked.  
3168 **Response:**  
3169
- 3170 7.2.6. How do you handle back-orders, out-of-stock requests, and requests for  
3171 obsolete equipment?  
3172 **Response:**  
3173
- 3174 7.2.7. What escalation procedures are in place for problems that may arise from  
3175 a member's equipment purchase?  
3176 **Response:**  
3177
- 3178 7.2.8. How will your staff be trained to handle equipment orders from MiCTA  
3179 members?  
3180 **Response:**  
3181
- 3182 **7.3. Warranty, Delivery and Return Policies On Equipment Purchases**
- 3183 7.3.1. Identify delivery options available for members that purchase equipment  
3184 directly. Include standard delivery times for all delivery options. Do not  
3185 include delivery costs in your response.  
3186 **Response:**  
3187
- 3188 7.3.2. Describe your return policy in detail.  
3189 **Response:**  
3190
- 3191 7.3.3. Will members pay a restocking fee on returned equipment? If so, is the  
3192 restocking fee a flat rate or a percentage of the sale/value of the goods  
3193 being returned? If a percentage, what is the restocking penalty?

3194  
3195  
3196  
3197  
3198  
3199  
3200  
3201  
3202  
3203  
3204  
3205  
3206

**Response:**

7.3.4. Who is responsible for freight charges on damaged, defective or unsolicited equipment that is being returned to the vendor?

**Response:**

7.3.5. Who is responsible for freight charges on undamaged, working equipment?

**Response:**

7.3.6. How are warranty claims handled for purchased equipment?

**Response:**

3207 **8. Cost Proposal**

3208 Respondents must provide an explanation of all costs associated with each service  
3209 included in their offers. This section is intended to serve as a guide to assist you in the  
3210 preparation of your cost proposal(s).

3211  
3212 In all cases, all billable costs must be clearly identified. MiCTA members will not pay  
3213 any costs that are not clearly identified in your response and you will not be permitted to  
3214 add costs or fees to your offer if it is accepted.  
3215

3216 **Section 1 – Corporate Overview**

3217 Within the corporate overview, you are asked to provide information about services your  
3218 organization may be required to provide in order to deliver other services requested in  
3219 this RFP (e.g., installation, training, consulting, etc.) Use **Schedule 1** to explain the  
3220 hourly rates your organization charges for these types of services. In Schedule 1, please  
3221 indicate the hourly rates for personnel and services. You may also use Schedule 1 to  
3222 explain travel costs, on-site costs and cost variations for different staff personnel.

3223 **Section 2- Telecommunications Services**

3224 Within this section, you will be asked to provide information about a wide range of  
3225 telecommunications services.

3226  
3227 Use **Schedule 2** to describe the cost of the LEC/CLEC services your  
3228 organization can provide. These services are described in Section 2.2  
3229

3230 Use **Schedule 3** to describe the cost of the domestic long-distance services your  
3231 organization can provide. These services are described in Section 2.3  
3232

3233 Use **Schedule 4** to describe the cost of the international long-distance services  
3234 your organization can provide. These services are described in Section 2.4.  
3235

3236 Use **Schedule 5** to describe the cost of the private line services your organization  
3237 can provide. These services are described in Section 2.5  
3238

3239 Use **Schedule 6** to describe the cost of the Directory Assistance and Assisted  
3240 Dialing services your organization can provide. These services are described in  
3241 Section 2.6  
3242

3243 Use **Schedule 7** to describe the cost of the Toll-Free Services your organization  
3244 can provide. These services are described in Section 2.7.  
3245

3246 For section 2.8, which seeks pre-paid and business calling card services, create a  
3247 simple spreadsheet that shows all costs associated with your prepaid calling card  
3248 and business calling card plans. You must describe all fees and costs. Express  
3249 the cost of your pre-paid long distance services in terms of cents-per-minute.  
3250 Clearly indicate any one-time charges, enrollment fees, setup fees, reloading fees  
3251 and all other costs associated with reloadable, prepaid calling cards.

3252  
3253 The schedules are meant to help clarify your cost proposal and simplify the evaluation of  
3254 your offer. When using the schedules, you must clearly indicate ALL costs associated  
3255 with the services you are proposing. You will not be allowed to append additional costs  
3256 or fees once your proposal has been submitted, so it is exceptionally important that you  
3257 identify all costs associated with your service. You may add lines and columns to the  
3258 schedules as needed.

### 3259 **Section 3 – Voice over IP Services**

3260 Within this section, you will be asked to provide information about your Voice over IP  
3261 offerings. As with all other sections of this RFP, the clear identification of all costs is of  
3262 primary importance. You will not be allowed to add fees or charges to your proposal  
3263 once it has been submitted, and MiCTA members will not be responsible for charges  
3264 that have not been clearly identified in your cost proposal.

3265  
3266 For VoIP services, your cost proposal should include ALL of the following:

3267  
3268 **All non-recurring costs and fees.** This may include installation, setup,  
3269 configuration, equipment, site preparation and all other one-time costs that a  
3270 member will pay to initiate service. Indicate all one-time costs that will vary  
3271 because you do not control these costs. (Equipment may be an example of this,  
3272 since the equipment you need may vary according to the installation.) Provide  
3273 your current costs for these items.

3274  
3275 **Describe how all non-recurring costs are determined.** Are your non-recurring  
3276 costs "cost-plus"? Do you add (or subtract) a percentage from the list price of  
3277 the equipment you use?

3278  
3279 **Provide a list of all equipment required to implement the service.** This could  
3280 include hardware, software and infrastructure requirements. For hardware and  
3281 software, include the list price of the goods and any discounts you will offer to  
3282 our membership.

3283  
3284 **Indicate how you will calculate the cost of the VoIP service.** How does your  
3285 organization compare the cost of VoIP services to traditional  
3286 telecommunications services?

3287

3288 **Indicate all costs associated with your SLA, technical support, BC/DR**  
3289 **services, integration, etc.** Indicate whether these costs are discounted. If so, how  
3290 does the discounted price compare to the list prices of these services? If these  
3291 services are performed at an hourly rate, please complete **Schedule 1**.

3292  
3293 **Describe your discounts and incentives.** This section includes your committed-  
3294 volume discount programs, multi-year discount programs, and other cost-saving  
3295 programs or incentives you are offering.

3296  
3297 **Explain any penalties the member may pay.** Penalties may include missed  
3298 volume commitments, early termination on multi-year agreements, late fees, etc.

3299

#### 3300 **Section 4 – IP Services**

3301 Within this section, you will be asked to provide information about your IP Services. As  
3302 with all other sections of this RFP, the clear identification of all costs is of primary  
3303 importance. You will not be allowed to add fees or charges to your proposal once it has  
3304 been submitted, and MiCTA members will not be responsible for charges that have not  
3305 been clearly identified in your cost proposal.

3306

3307 **Identify all non-recurring or one-time costs associated with initiating service**  
3308 **using a dedicated connection you provide.** Identify any installation, setup and  
3309 equipment costs. Identify any engineering charges, site preparation fees, etc.

3310

3311 **Provide a detailed list of the equipment required to connect to your**  
3312 **network.** Identify the cost of the equipment. Indicate the list price of the  
3313 equipment and the percentage discount (if any) that will be applied to the  
3314 member's order.

3315

3316 **Identify all dedicated connection options your organization offers.** Identify  
3317 the minimum and maximum connection speeds. Identify the monthly cost of  
3318 each option and whether the costs will remain fixed/guaranteed for the life of  
3319 your offer. If the access costs will/may change, describe how the access costs are  
3320 determined.

3321

3322 **Indicate which access options are mileage-based and which are mileage-**  
3323 **independent.**

3324

3325 **Identify the increments in which your organization sells bandwidth.** Identify  
3326 the price of each increment. Indicate how the cost of bandwidth is determined.  
3327 State the cost of your bandwidth in terms of cost/Mb. Include a chart or pricing  
3328 table that shows the costs for all bandwidth options.

3329



3330 **Identify any multi-year discounts, volume commitments or other incentives.**  
3331 Identify the discount as a percentage of your non-discounted rate. Identify all  
3332 early termination penalties on multi-year contracts.  
3333

3334 **Identify the costs associated with your burstable service offering(s).** Identify  
3335 all over-usage charges and indicate clearly how over-usage premiums will be  
3336 calculated and applied. Identify any limitations on burstable bandwidth usage.  
3337 Indicate how your organization measures bandwidth usage.  
3338

3339 **Indicate all other charges for IP services that your organization offers or**  
3340 **that a member may be required to pay.** (e.g., VPNs, DNS, addressing, SNMP  
3341 monitoring or access, etc.) Indicate how these charges are determined and when  
3342 these charges may apply.  
3343

3344 **Identify any on-site charges or charges for specialty services** that a member  
3345 may be required to pay. If these charges are determined on an hourly basis,  
3346 please complete **Schedule 1**.

#### 3347 **Section 5 – Cellular and Wireless Services**

3348 Within this section, you will be asked to provide information about your Cellular and  
3349 Wireless services. As with all other sections of this RFP, the clear identification of all  
3350 costs is of primary importance. You will not be allowed to add fees or charges to your  
3351 proposal once it has been submitted, and MiCTA members will not be responsible for  
3352 charges that have not been clearly identified in your cost proposal.  
3353

3354 Section 5.2 seeks information regarding cellular services. Your cost proposal for Section  
3355 5.2 should observe the following instructions:  
3356

3357 Create a spreadsheet that shows all one-time and recurring charges associated  
3358 with each cellular service plan in your offering. One-time charges may include  
3359 account setup fees, per-line activation fees and all other non-recurring charges.  
3360

3361 Your spreadsheet should also show all monthly or recurring charges. Each  
3362 charge should be explained individually. Identify the cost of your cellular service  
3363 in terms of "per-minute" costs.  
3364

3365 **Identify the standard rate for these services and clearly indicate the MiCTA**  
3366 **discount that will be applied to your service. Proposals that do not show this**  
3367 **comparison will be considered incomplete and risk elimination from**  
3368 **consideration.**  
3369

3370 Describe any volume purchasing or volume use programs, including those that  
3371 enable the purchase of bulk airtime. Clearly show the discounts associated with  
3372 these offers. Identify the minimum volumes required to achieve these discounts.

3373 Explain how volume usage is calculated. Explain any fees associated with  
3374 volume purchasing. Explain any early termination penalties; show how these are  
3375 calculated and indicate when these fees will be applied. State any other penalties  
3376 associated with these programs.

3377  
3378 All of your one-time and recurring fees must be clearly shown on your  
3379 spreadsheet. Charges that are not disclosed at this stage may not be added later.

3380  
3381 Carefully identify and explain all roaming charges or all other out-of-network  
3382 charges a member will be expected to pay. Explain how these charges are  
3383 calculated and billed. Explain how these charges will appear on the member's  
3384 bill. Identify current roaming rates; express these charges in terms of their "per-  
3385 minute" costs. Identify the standard unit used for roaming charges, and all  
3386 minimum charges for roaming services or out-of-network coverage.

3387  
3388 Section 5.3 seeks information regarding cellular data services. Your cost proposal for  
3389 Section 5.3 should observe the following instructions:

3390  
3391 Create a spreadsheet that shows all one-time and recurring charges associated  
3392 with each cellular data service plan in your offering. One-time charges may  
3393 include account setup fees, per-line activation fees and all other non-recurring  
3394 charges.

3395  
3396 Your spreadsheet should also show all monthly or recurring charges for each  
3397 cellular data plan in your offer. Each charge should be explained individually.  
3398 Identify any high-usage premiums or surcharges.

3399  
3400 **Identify the standard rate for your cellular data service. Clearly indicate the**  
3401 **MiCTA discount that will be applied to a member's cellular data purchases.**  
3402 **Proposals that do not show this comparison will be considered incomplete**  
3403 **and risk elimination from consideration.**

3404  
3405 Describe any volume purchasing or volume-use programs that apply to your  
3406 cellular data services. Clearly show the discounts associated with these offers.  
3407 Identify the minimum data volumes required to achieve these discounts. Explain  
3408 how volume data usage is calculated. Explain all fees associated with volume  
3409 purchasing. Explain any early termination penalties; show how these penalties  
3410 are calculated and indicate when early termination fees will be applied. State any  
3411 other penalties associated with these programs.

3412  
3413 **All of your one-time and recurring fees must be clearly shown on your**  
3414 **spreadsheet. Charges that are not disclosed at this stage may not be added**  
3415 **later.**

3416

3417 Carefully identify and explain all roaming data charges or all other out-of-  
3418 network charges a member will be expected to pay. Explain how these charges  
3419 are calculated and billed. Explain how these charges will appear on the member's  
3420 bill. Identify current roaming rates; express these charges in terms of their "per-  
3421 minute" costs. Identify the standard unit used for roaming charges, and all  
3422 minimum charges for roaming services or out-of-network coverage.

3423  
3424 Section 5.4 seeks information regarding cellular devices that are included with your  
3425 offer. Your cost proposal for Section 5.4 should observe the following instructions:

3426 Create a spreadsheet that shows the list price of each cellular device (including  
3427 data-capable devices) that will be included in your offer. Indicate the discount at  
3428 which these devices will be provided to MiCTA members.

3429  
3430 Indicate all other costs of acquiring or replacing cellular or data devices, and  
3431 optional and required accessories. Indicate the cost of a replacement battery for  
3432 each device provided. Indicate whether devices will be provided at no cost with  
3433 the selection of a qualified cellular or data plan. Indicate the term of service  
3434 required under each condition.

3435  
3436 Indicate which device(s) may be used with each plan offered. Clearly identify all  
3437 devices that cannot be used with an offered cellular or data plan.

3438  
3439 Include all costs associated with activating a new device. Identify all one-time  
3440 charges, activation fees, account setup fees, etc.

3441  
3442 Provide complete cost information for any insurance plans your organization  
3443 offers.

3444  
3445 Section 5.6 seeks information regarding affiliation plans your organization offers. Your  
3446 cost proposal for Section 5.6 should observe the following instructions:

3447  
3448 Create a spreadsheet that details all costs to the member associated with offering  
3449 your affiliation cellular program(s). All one-time and ongoing costs should be  
3450 clearly identified. All administrative costs should be identified. Identify the list  
3451 cost of the cellular or data plans offered; identify the discount on services that  
3452 will be available to members' affiliates.

3453  
3454 Identify all costs to the affiliated user. Include all fees, access charges, roaming  
3455 costs, monthly recurring costs, non-recurring costs, equipment costs and other  
3456 fees an affiliate user may encounter.

3457  
3458 Identify any costs associated with switching or replacing cellular equipment.

3459

3460 Section 5.7 seeks information regarding prepaid cellular plans that can be offered to  
3461 members and their affiliated users. Your cost proposal for Section 5.7 should observe  
3462 the following instructions:

3463  
3464 Create a spreadsheet that details all costs to the member associated with offering  
3465 your prepaid cellular program(s). All one-time and ongoing costs should be  
3466 clearly identified. All administrative costs should be identified. Identify the list  
3467 cost of the prepaid cellular plans offered; identify the discount on prepaid  
3468 cellular services that will be available to members.

3469  
3470 Identify all costs to the affiliated user. Include all fees, access charges, non-  
3471 recurring costs, equipment costs and other fees an affiliate user may encounter.

3472  
3473 Identify any costs associated with switching or replacing cellular equipment.

3474  
3475 Section 5.9 seeks wireless products and equipment. Your cost proposal for Section 5.9  
3476 should observe the following instructions:

3477  
3478 Create a spreadsheet that shows the list price of each wireless device that is  
3479 included in your offer. Indicate the discount at which these devices will be  
3480 provided to MiCTA members. If your equipment list contains similar devices,  
3481 clearly indicate the differences between devices.

3482  
3483 Create a spreadsheet that shows all costs associated with the wireless services in  
3484 your offer. Include all non-recurring or one-time costs, fees, and charges.  
3485 Identify each non-recurring cost individually. Explain how these costs are  
3486 determined and when they are applied. One-time fees can include installation,  
3487 activation, setup, configuration, etc.

3488  
3489 Show all monthly or recurring costs associated with the wireless services in your  
3490 offer. Include all fees, charges and costs. Indicate the standard cost for the  
3491 service and identify the discount (if any) that will apply to MiCTA member  
3492 purchases. Identify each recurring cost individually. Explain how these costs are  
3493 determined and when they will be applied.

3494  
3495 Describe any volume purchasing discounts or pricing. Explain any multi-year  
3496 discounts. Explain any penalties or early termination fees. Show how these fees  
3497 are calculated and explain the conditions under which they will be applied.

3498  
3499 Explain all LAN/WAN/MAN wireless options that are available and indicate all  
3500 costs associated with each option. Provide detailed cost information regarding  
3501 wireless data security systems. Include all costs and fees. Provide a comparison  
3502 between the list price of these devices and services and the price at which they  
3503 will be offered to MiCTA members.

3504  
3505 Section 5.10 seeks information on wireless in-building coverage systems. Your cost  
3506 proposal for Section 5.10 should observe the following instructions.

3507  
3508 Provide a list of all equipment required to provide in-building wireless coverage.  
3509 Indicate the list price of each piece of equipment and the discount at which it will  
3510 be supplied to MiCTA members.

3511  
3512 Provide a complete list of wireless in-building services your organization  
3513 provides. Indicate the cost of each service and whether the cost is recurring or  
3514 non-recurring. Provide a list of all fees and charges associated with providing  
3515 the service.

3516  
3517 Indicate any additional volume-purchasing discounts that may be available and  
3518 the volumes at which the discount(s) would apply. Provide cost information on  
3519 multi-year purchase incentives. Explain any early termination penalties, how  
3520 these penalties are calculated and when these penalties would apply.

3521  
3522 Provide a spreadsheet that shows all costs associated with business continuity  
3523 and/or disaster recovery services associated with in-building wireless  
3524 installations. Indicate one-time costs and monthly recurring costs. Indicate all  
3525 fees, penalties, maintenance costs and optional costs that a member may be  
3526 charged when activating this service.

3527

## 3528 **Section 6 – Specialty Services And Applications**

3529 Within this section, you will be asked to provide information about specialty services  
3530 and applications you have included in your offer. As with all other sections of this RFP,  
3531 the clear identification of all costs is of primary importance. You will not be allowed to  
3532 add fees or charges to your proposal once it has been submitted, and MiCTA members  
3533 will not be responsible for charges that have not been clearly identified in your cost  
3534 proposal.

### 3535 **Section 6.2 E-Mail Service Specifications**

3536 Section 6.2 seeks cost information on electronic mail services. Your cost proposal for  
3537 Section 6.2 should observe the following instructions.

3538  
3539 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3540 service. Include all installation, setup, activation fees, equipment and other  
3541 charges associated with the service. Show the list price of the product or service  
3542 and the discounted price that MiCTA members will pay.

3543  
3544 Create a spreadsheet that shows all of the monthly recurring costs associated  
3545 with the service. Include all service and usage fees that a member may encounter.

3546 Show the list price of the product or service and the discounted price that  
3547 MiCTA members will pay.

3548  
3549 Identify all volume licensing options. Show the list cost of your proposal and  
3550 identify the discounted price that will be offered to MiCTA members.

3551  
3552 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3553 agreement or early termination of a multi-year agreement. Indicate all other  
3554 penalties associated with volume- or multi-year pricing. Show the list price of  
3555 the product or service and the discounted price that MiCTA members will pay.

3556  
3557 Indicate all charges associated with each product or service option. Indicate how  
3558 and when these optional charges will apply. Show the list price of the product or  
3559 service option and the discounted price that MiCTA members will pay.

3560  
3561 Identify all licensing charges involved with the service. If the service is licensed  
3562 or requires the use of licensed software or a software client, indicate whether the  
3563 service is licensed per-seat, per installation or in some other way. Indicate the  
3564 length of the license period. Show the list price of the license and the discounted  
3565 price that MiCTA members will pay.

3566  
3567 Identify all costs associated with any service level agreements that are included  
3568 with or offered optionally as part of your proposal. Show the list price of the  
3569 service and the discounted price that MiCTA members will pay.

3570  
3571 Identify all migration, customization and professional service costs that are  
3572 required or included as part of the offer. Show the list price of the product or  
3573 service and the discount that MiCTA members will pay. If these services are  
3574 made available on an hourly basis, please complete Schedule 1 and include it  
3575 with your cost proposal.

### 3576 **Section 6.3 Data Storage and Backup Services**

3577 Section 6.3 seeks cost information on data storage and backup services. Your cost  
3578 proposal for Section 6.3 should observe the following instructions.

3579  
3580 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3581 service. Include all installation, setup, activation fees, equipment and other  
3582 charges associated with the service. Identify all non-recurring data center costs.  
3583 Show the list price of the product or service and the discounted price that  
3584 MiCTA members will pay.

3585  
3586 Create a spreadsheet that shows all of the monthly recurring costs associated  
3587 with the service. Identify all monthly recurring data center costs. Include all  
3588 service and usage fees that a member may encounter. Show the list price of the

3589 product or service and the discounted price that MiCTA members will pay.  
3590 Identify your data storage costs in terms of \$/Gb.

3591  
3592 Identify all volume licensing options. Show the list cost of your proposal and  
3593 identify the discounted price that will be offered to MiCTA members.

3594  
3595 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3596 agreement or early termination of a multi-year agreement. Indicate all other  
3597 penalties associated with volume- or multi-year pricing. Show the list price of  
3598 the product or service and the discounted price that MiCTA members will pay.

3599  
3600 Indicate all charges associated with each product or service option. Include costs  
3601 for additional storage space. Indicate how and when these optional charges will  
3602 apply. Show the list price of the product or service option and the discounted  
3603 price that MiCTA members will pay.

3604  
3605 If the remote data backup or data storage solution(s) use a software client,  
3606 identify all licensing charges involved with the service. If the service is licensed  
3607 or requires the use of licensed software or a software client, indicate whether the  
3608 service is licensed per-seat, per installation or in some other way. Indicate the  
3609 length of the license period. Show the list price of the license and the discounted  
3610 price that MiCTA members will pay.

3611  
3612 Identify all costs associated with any service level agreements that are included  
3613 with or offered optionally as part of your proposal. Show the list price of the  
3614 service and the discounted price that MiCTA members will pay.

3615  
3616 Identify all migration, customization and professional service costs that are  
3617 required or included as part of the offer. Show the list price of the product or  
3618 service and the discount that MiCTA members will pay. If these services are  
3619 made available on an hourly basis, please complete Schedule 1 and include it  
3620 with your cost proposal.

#### 3621 **Section 6.4 Professional Services, Consulting and Network Support**

3622 Section 6.4 seeks cost information on consulting and network support services. Your  
3623 cost proposal for Section 6.4 should observe the following instructions.

3624  
3625 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3626 service. Include all installation, setup, activation fees, equipment and other  
3627 charges associated with the service. Show the list price of the product or service  
3628 and the discounted price that MiCTA members will pay.

3629  
3630 Create a spreadsheet that shows all of the monthly recurring costs associated  
3631 with the service. Include all service and usage fees that a member may encounter.

3632 Show the list price of the product or service and the discounted price that  
3633 MiCTA members will pay.

3634  
3635 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3636 agreement or early termination of a multi-year agreement. Indicate all other  
3637 penalties associated with volume- or multi-year pricing. Show the list price of  
3638 the product or service and the discounted price that MiCTA members will pay.

3639  
3640 Indicate all charges associated with each product or service option. Include costs  
3641 for required software licensing. Indicate how and when these optional charges  
3642 will apply. Show the list price of the product or service option and the discounted  
3643 price that MiCTA members will pay.

3644  
3645 Identify all costs associated with any service level agreements that are included  
3646 with or offered optionally as part of your proposal. Show the list price of the  
3647 service and the discounted price that MiCTA members will pay.

3648  
3649 Identify all other professional service and network support costs. If these services  
3650 are made available on an hourly basis, please complete Schedule 1 and include it  
3651 with your cost proposal.

3652

### 3653 **Section 6.5 Network and Desktop Security Products**

3654 Section 6.5 seeks cost information on network and desktop security products. Your cost  
3655 proposal for Section 6.5 should observe the following instructions.

3656  
3657 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3658 network/desktop security products and services in your offer. Include all  
3659 installation, setup, activation fees, equipment, software and other charges  
3660 associated with the service. Show the list price of the product or service and the  
3661 discounted price that MiCTA members will pay.

3662  
3663 Create a spreadsheet that shows all of the monthly recurring costs associated  
3664 with the service. Include all service and usage fees that a member may encounter.  
3665 Show the list price of the product or service and the discounted price that  
3666 MiCTA members will pay.

3667  
3668 Identify all licensing charges involved with the service. If the service is licensed  
3669 or requires the use of licensed software or a software client, indicate whether the  
3670 service is licensed per-seat, per installation or in some other way. Identify all  
3671 volume licensing options. Indicate the length of the license period. Show the cost  
3672 of software updates. Show the list price of the license and the discounted price  
3673 that MiCTA members will pay.

3674



3675 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3676 agreement or early termination of a multi-year agreement. Indicate all other  
3677 penalties associated with volume- or multi-year pricing. Show the list price of  
3678 the product or service and the discounted price that MiCTA members will pay.  
3679

3680 Indicate all charges associated with each product or service option. Indicate how  
3681 and when these optional charges will apply. Show the list price of the product or  
3682 service option and the discounted price that MiCTA members will pay.  
3683

3684 Identify all costs associated with any service level agreements that are included  
3685 with or offered optionally as part of your proposal. Show the list price of the  
3686 service and the discounted price that MiCTA members will pay.  
3687

3688 Identify all migration, customization and professional service costs that are  
3689 required or included as part of the offer. Show the list price of the product or  
3690 service and the discount that MiCTA members will pay. If these services are  
3691 made available on an hourly basis, please complete **Schedule 1** and include it  
3692 with your cost proposal.  
3693

#### 3694 **Section 6.6 Business Continuity, Disaster Recovery and Remote Computing**

3695 Section 6.6 seeks cost information on business continuity, disaster recovery and remote  
3696 computing services. Your cost proposal for Section 6.6 should observe the following  
3697 instructions.  
3698

3699 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3700 business continuity/disaster recovery/remote computing service. Include all  
3701 installation, setup, activation fees, equipment and other charges associated with  
3702 the service. Identify all non-recurring data center costs. Show the list price of the  
3703 product or service and the discounted price that MiCTA members will pay.  
3704

3705 Create a spreadsheet that shows all of the monthly recurring costs associated  
3706 with the business continuity/disaster recovery/remote computing service. Identify  
3707 all monthly recurring data center costs. Include all service and usage fees that a  
3708 member may encounter. Indicate how these costs are calculated and when these  
3709 services will be billed. Show the list price of the product or service and the  
3710 discounted price that MiCTA members will pay. Identify your data storage costs  
3711 in terms of \$/Gb.  
3712

3713 Identify all data center/collocation costs. Indicate whether your organization will  
3714 provide hardware in the data center or whether the member will provide these.  
3715 Indicate how the data center costs are billed (hourly, daily, weekly, etc.).  
3716

3717 If bandwidth usage is charged separately, identify the bandwidth usage costs.  
3718 Indicate how data/collocation center bandwidth is measured and charged for.

3719  
3720 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3721 agreement or early termination of a multi-year agreement. Indicate all other  
3722 penalties associated with volume- or multi-year pricing. Show the list price of  
3723 the product or service and the discounted price that MiCTA members will pay.

3724  
3725 Indicate all charges associated with each product or service option. Indicate how  
3726 and when these optional charges will apply. Show the list price of the product or  
3727 service option and the discounted price that MiCTA members will pay.

3728  
3729 If the remote computing solution uses a licensed software client, identify all  
3730 licensing charges involved with the service. If the service is licensed or requires  
3731 the use of licensed software or a software client, indicate whether the service is  
3732 licensed per-seat, per installation or in some other way. Indicate the length of the  
3733 license period. Show the list price of the license and the discounted price that  
3734 MiCTA members will pay.

3735  
3736 Identify all costs associated with any service level agreements that are included  
3737 with or offered optionally as part of your proposal. Show the list price of the  
3738 service and the discounted price that MiCTA members will pay.

3739  
3740 Identify all migration, customization, network support, engineering,  
3741 programming, data/collocation center personnel and other professional service  
3742 costs that are required or included as part of the offer. Show the list price of the  
3743 product or service and the discount that MiCTA members will pay. If these  
3744 services are made available on an hourly basis, please complete **Schedule 1** and  
3745 include it with your cost proposal.

3746

### 3747 **Section 6.7 Global Positioning and Fleet Management Services**

3748 Section 6.7 seeks cost information on Global Positioning and Fleet Management  
3749 services. Your cost proposal for Section 6.7 should observe the following instructions.

3750 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3751 service. Include all installation, setup, activation fees, equipment and other charges  
3752 associated with the service. Show the list price of the product or service and the  
3753 discounted price that MiCTA members will pay.

3754  
3755 Create a spreadsheet that shows all of the non-recurring costs associated with  
3756 each GPS or fleet management service included in your offer. Include all  
3757 installation, setup, activation fees, equipment and other charges associated with  
3758 the service. Show the list price of the product or service and the discounted price  
3759 that MiCTA members will pay.

3760  
3761 Create a spreadsheet that shows all of the monthly recurring costs associated  
3762 with each GPS or fleet management service included in your offer. Include all  
3763 service and usage fees that a member may encounter. Show the list price of the  
3764 product or service and the discounted price that MiCTA members will pay.  
3765

3766 Identify all volume licensing options. Show the list cost of your proposal and  
3767 identify the discounted price that will be offered to MiCTA members.  
3768

3769 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3770 agreement or early termination of a multi-year agreement. Indicate all other  
3771 penalties associated with volume- or multi-year pricing. Show the list price of  
3772 the product or service and the discounted price that MiCTA members will pay.  
3773

3774 Indicate all charges associated with each product or service option. Indicate how  
3775 and when these optional charges will apply. Show the list price of the product or  
3776 service option and the discounted price that MiCTA members will pay.  
3777

3778 Identify all licensing charges involved with your GPS or fleet management  
3779 service options. If the service is licensed or requires the use of licensed software  
3780 or a software client, indicate whether the service is licensed per-unit, per  
3781 installation or in some other way. Indicate the length of the license period. Show  
3782 the list price of the license and the discounted price that MiCTA members will  
3783 pay.  
3784

3785 Identify all costs associated with any service level agreements that are included  
3786 with or offered optionally as part of your proposal. Show the list price of the  
3787 service and the discounted price that MiCTA members will pay.  
3788

3789 For commercial and fleet vehicle leasing plans, indicate the standard terms of  
3790 your lease agreement. Indicate any discounts that will be offered to MiCTA  
3791 members. Include a copy of your standard leasing contract. Disclose all leasing  
3792 terms, costs and fees associated with initiating a lease.  
3793

3794 Disclose all volume leasing discounts, early termination penalties, over-use  
3795 charges, discounts for multi-year lease agreements, service costs, maintenance  
3796 costs, and repair costs. Identify your insurance requirements and all details of  
3797 any insurance plan you offer.  
3798

3799 Identify complete details on any leasing financing programs you offer.

## 3800 **Section 6.8 Comprehensive Conferencing Solutions**

3801 Section 6.8 seeks cost information on comprehensive conferencing services. Your cost  
3802 proposal for Section 6.8 should observe the following instructions.

3803  
3804 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3805 service. Include all installation, setup, activation fees, equipment, software and  
3806 other charges associated with the service. Show the list price of the product or  
3807 service and the discounted price that MiCTA members will pay.  
3808

3809 Create a spreadsheet that shows all of the monthly recurring costs associated  
3810 with the service. Include all service and usage fees that a member may encounter,  
3811 including per-call and per-participant charges. Show the list price of the product  
3812 or service and the discounted price that MiCTA members will pay.  
3813

3814 Include a cost comparison between vendor-hosted conferencing solutions and  
3815 member hosted conferencing solutions where applicable.  
3816

3817 Identify all volume licensing options. Show the list cost of your proposal and  
3818 identify the discounted price that will be offered to MiCTA members.  
3819

3820 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3821 agreement or early termination of a multi-year agreement. Indicate cancellation  
3822 fees for a scheduled conference. Indicate all other penalties associated with  
3823 volume- or multi-year pricing. Show the list price of the product or service and  
3824 the discounted price that MiCTA members will pay.  
3825

3826 Indicate all charges associated with each product or service option. Indicate how  
3827 and when these optional charges will apply. Include any costs associated with  
3828 linking conferences to an audio or telephone bridge. Include the cost of storing  
3829 and retrieving recorded conferences. Show the list price of the product or service  
3830 option and the discounted price that MiCTA members will pay.  
3831

3832 Identify all licensing charges involved with the service. If the service is licensed  
3833 or requires the use of licensed software or a software client, indicate whether the  
3834 service is licensed per-seat, per installation or in some other way. Indicate the  
3835 length of the license period. Show the list price of the license and the discounted  
3836 price that MiCTA members will pay.  
3837

3838 Identify all costs associated with any service level agreements that are included  
3839 with or offered optionally as part of your proposal. Show the list price of the  
3840 service and the discounted price that MiCTA members will pay.  
3841

3842 Identify all technical support, training, engineering and professional service costs  
3843 that are required or included as part of the offer. Show the list price of the  
3844 product or service and the discount that MiCTA members will pay. If these  
3845 services are made available on an hourly basis, please complete Schedule 1 and  
3846 include it with your cost proposal.

3847 **Section 6.9 Miscellaneous Services**

3848 Section 6.9 seeks cost information on miscellaneous services. Your cost proposal for  
3849 Section 6.9 should observe the following instructions.

3850  
3851 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3852 service. Include all installation, setup, activation fees, equipment and other  
3853 charges associated with the service. Show the list price of the product or service  
3854 and the discounted price that MiCTA members will pay.

3855  
3856 Create a spreadsheet that shows all of the monthly recurring costs associated  
3857 with the service. Include all service and usage fees that a member may encounter.  
3858 Show the list price of the product or service and the discounted price that  
3859 MiCTA members will pay.

3860  
3861 Identify all volume licensing options. Show the list cost of your proposal and  
3862 identify the discounted price that will be offered to MiCTA members.

3863  
3864 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3865 agreement or early termination of a multi-year agreement. Indicate all other  
3866 penalties associated with volume- or multi-year pricing. Show the list price of  
3867 the product or service and the discounted price that MiCTA members will pay.

3868  
3869 Indicate all charges associated with each product or service option. Indicate how  
3870 and when these optional charges will apply. Show the list price of the product or  
3871 service option and the discounted price that MiCTA members will pay.

3872  
3873 Identify all licensing charges involved with the service. If the service is licensed  
3874 or requires the use of licensed software or a software client, indicate whether the  
3875 service is licensed per-seat, per installation or in some other way. Indicate the  
3876 length of the license period. Show the list price of the license and the discounted  
3877 price that MiCTA members will pay.

3878  
3879 Identify all costs associated with any service level agreements that are included  
3880 with or offered optionally as part of your proposal. Show the list price of the  
3881 service and the discounted price that MiCTA members will pay.

3882  
3883 Identify all migration, customization and professional service costs that are  
3884 required or included as part of the offer. Show the list price of the product or  
3885 service and the discount that MiCTA members will pay. If these services are  
3886 made available on an hourly basis, please complete Schedule 1 and include it  
3887 with your cost proposal.

3888

3889 **Section 6.10 Power Backup and Emergency Power Systems**

3890 Section 6.10 seeks cost information on Power Backup and Emergency Power services.  
3891 Your cost proposal for Section 6.10 should observe the following instructions.

3892  
3893 Identify all design, engineering and professional service costs that are required or  
3894 included as part of the offer. Show the list price of the product or service and the  
3895 discount that MiCTA members will pay. If these services are made available on  
3896 an hourly basis, please complete Schedule 1 and include it with your cost  
3897 proposal.

3898  
3899 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3900 each system included in your offer. Include all installation, setup, activation fees,  
3901 equipment, software and other charges associated with the service. Show the list  
3902 price of the products or services included in your offer and the discounted price  
3903 that MiCTA members will pay.

3904  
3905 Create a spreadsheet that shows all of the monthly recurring costs associated  
3906 with the service. Include all service and usage fees that a member may encounter.  
3907 Show the list price of the product or service and the discounted price that  
3908 MiCTA members will pay.

3909  
3910 Indicate all charges associated with each product or service option. Indicate how  
3911 and when these optional charges will apply. Show the list price of the product or  
3912 service option and the discounted price that MiCTA members will pay.

3913  
3914 Identify all costs associated with any service level agreements that are included  
3915 with or offered optionally as part of your proposal. Show the list price of the  
3916 service and the discounted price that MiCTA members will pay.

3917

3918 **Section 6.11 Extended Warranty and Maintenance Services**

3919 Section 6.11 seeks cost information on Extended Warranty and Maintenance services.  
3920 Your cost proposal for Section 6.11 should observe the following instructions.

3921  
3922 Create a spreadsheet that shows all of the non-recurring costs associated with the  
3923 service. Include all installation, setup, activation fees, equipment and other  
3924 charges associated with the service. Show the list price of the product or service  
3925 and the discounted price that MiCTA members will pay.

3926  
3927 Create a spreadsheet that shows all of the monthly recurring costs associated  
3928 with the service. Include all service and usage fees that a member may encounter.  
3929 Show the list price of the product or service and the discounted price that  
3930 MiCTA members will pay.

3931

3932 Identify all multi-year pricing options. Identify penalties for cancellation of an  
3933 agreement or early termination of a multi-year agreement. Indicate all other  
3934 penalties associated with volume- or multi-year pricing. Show the list price of  
3935 the product or service and the discounted price that MiCTA members will pay.

3936  
3937 Indicate all charges associated with each product or service option. Indicate how  
3938 and when these optional charges will apply. Show the list price of the product or  
3939 service option and the discounted price that MiCTA members will pay.

3940  
3941 Identify all licensing charges involved with the service. If the service is licensed  
3942 or requires the use of licensed software or a software client, indicate whether the  
3943 service is licensed per-seat, per installation or in some other way. Indicate the  
3944 length of the license period. Show the list price of the license and the discounted  
3945 price that MiCTA members will pay.

3946  
3947 Identify all costs associated with any service level agreements that are included  
3948 with or offered optionally as part of your proposal. Show the list price of the  
3949 service and the discounted price that MiCTA members will pay.

3950  
3951 Identify all migration, customization and professional service costs that are  
3952 required or included as part of the offer. Show the list price of the product or  
3953 service and the discount that MiCTA members will pay. If these services are  
3954 made available on an hourly basis, please complete Schedule 1 and include it  
3955 with your cost proposal.

3956 **Section 7 – Equipment Purchases**

3957 Within this section, you will be asked to provide information about equipment  
3958 purchasing. As with all other sections of this RFP, the clear identification of all costs is  
3959 of primary importance. You will not be allowed to add fees or charges to your proposal  
3960 once it has been submitted, and MiCTA members will not be responsible for charges  
3961 that have not been clearly identified in your cost proposal.

3962  
3963 Create a spreadsheet or provide a catalog of equipment that you can offer for  
3964 purchase directly to our membership. Show the list price of the product or  
3965 service and the discounted price that MiCTA members will pay. Identify  
3966 merchandise by manufacturer, part number, stock number or catalog number. If  
3967 your catalog of merchandise is available online (preferred) please provide the  
3968 Web site address and any login credentials required to access the catalog.

3969  
3970 Indicate all other costs, including shipping that a member will pay when  
3971 purchasing equipment from your organization.

3972

3973 Identify all volume purchasing discounts that may apply in addition to those  
3974 offered through MiCTA membership. Show the list cost of your proposal and  
3975 identify the discounted price that will be offered to MiCTA members.  
3976

3977 Identify any extended warranty options your organization offers on merchandise  
3978 it sells. Identify all costs associated with extended warranties.  
3979

3980 Identify penalties for cancellation of a purchase agreement. Indicate all other  
3981 penalties including restocking fees that member would pay if non-defective  
3982 merchandise were returned. Identify payment terms and discounts for early  
3983 payment of invoices.  
3984

3985 Identify all costs associated with any service level agreements that are included  
3986 with or offered optionally as part of your proposal. Show the list price of the  
3987 service and the discounted price that MiCTA members will pay.



3988 **9. Vendor Profile**

3989 The Vendor Profile will describe the vendor, subsidiary or division that will provide  
3990 LMS services and/or equipment solicited as part of this RFP. Please provide complete,  
3991 concise responses for all sections of the profile. Include additional information that  
3992 highlights the vendor's competitive advantages and expertise. Vendors should provide a  
3993 brief rationale for non-responses. The Evaluation Committee reserves the right to verify  
3994 profile information through a Clarification Request or other means as necessary.

3995 **COMPANY PROFILE:**

3996 Company: \_\_\_\_\_ Year Founded: \_\_\_\_\_  
3997 Operates as:  Privately-Held  Partnership  Corporation / Incorporated in State of: \_\_\_\_\_  
3998 Street Address: \_\_\_\_\_ Mail Stop/PO Box: \_\_\_\_\_  
3999 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4000 URL: \_\_\_\_\_  
4001 Any prior MiCTA Programs? \_\_\_\_\_  
4002 If so, what ones and when? \_\_\_\_\_  
4003 Finance Sources . \_\_\_\_\_  
4004 Company Dun & Bradstreet Number: \_\_\_\_\_ Year Joined: \_\_\_\_\_  
4005 Total number of employees as of December 31, 2009: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time  
4006 Percent of employees dedicated to proposal response areas: \_\_\_\_\_% - FT \_\_\_\_\_% - PT  
4007 Total number of customers as of December 31, 2009 \_\_\_\_\_  
4008 % growth over previous year: \_\_\_\_\_%  
4009 Company has been in the proposal response area(s) providing products, services, equipment, support and  
4010 training for a minimum of five (5) years:  Yes  No  
4011 If no, specify the number of years Company has been offering products and services in the proposal  
4012 response area(s): \_\_\_\_\_

4013  
4014 Parent Company: \_\_\_\_\_ Year Founded: \_\_\_\_\_  
4015 Total number of employees as of December 31, 2009: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time  
4016 Headquarters Located In - City: \_\_\_\_\_ State: \_\_\_\_\_

4017  
4018 Identify All Subsidiaries (Insert lines for additional listings):

4019	Subsidiary	Year Founded	# of Full-Time
4020	Employees		
4021	_____	_____	_____
4022	_____	_____	_____
4023	_____	_____	_____
4024	_____	_____	_____
4025	_____	_____	_____

4026



4073 **Federal Universal Service Fund (USF) Participation:**

4074 Vendor has current Federal USF Certification:  Yes  No

4075 Vendor will provide a copy of the USF Certification upon request:  Yes  No

4076 Provide Vendor's current USF Service Provider Identification Number(s) (SPIN):

4077	Company Division or Product Category	Current SPIN Number	Expiration Date
4078	_____	_____	___/___/___
4079	_____	_____	___/___/___
4080	_____	_____	___/___/___
4081	_____	_____	___/___/___

4082 Vendor has filed the applicable USF Form 474 for reimbursement:  Yes  No

4083 If not, will the Vendor do so when required for a Member purchase?  Yes  No

4084 Describe any other Vendor specific e-rate eligible programs targeting LMS, which will be made available to all MiCTA Members under any resulting RFP award agreement

4086

4087 **Vendor's Assigned Personnel:**

4088 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:

4093 Proficient in English – both spoken and written:  Yes  No

4094 A United States citizen:  Yes  No

4095

4096 If no, Vendor will require staff member(s) to maintain compliance with Immigration and Naturalization Service (INS) regulations for employment eligibility:  Yes  No

4098 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

4099

4100 **Signatures**

4101 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.

4105

4106 Company Name: \_\_\_\_\_

4107

4108 Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

4109

4110 Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

4111

4112 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4113

4114

4115

4116 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4117

4118 **10. Vendor References**

4119 **Vendor's Financial References**

4120 All vendors, including those classified as public or private entities, are required to  
4121 provide, as part of the submitted proposal response, appropriate copies of all financial  
4122 requirements listed below, banking references, and auditing firm information.

4123  
4124 Additionally, vendors are required to provide the financial records listed below for its  
4125 subcontractor(s) who will provide products and/or services and invoice Members  
4126 directly. Vendors, assuming financial responsibility for its subcontractors, must attach  
4127 an authorizing letter stating the Vendor accepts all financial responsibility and liability  
4128 for the subcontractors listed. Subcontractors referenced in the Vendor's letter are not  
4129 required to submit financial records.

4130  
4131 Please provide:

- 4132 • Last three (3) fiscal years audited financial reports, which must include Income  
4133 Statements and Balance Sheets, with certification by an independent auditor.  
4134 Vendor should be prepared to provide 5 years' worth of financial reports at the  
4135 request of MiCTA. Alternately, the Vendor may provide copies of the Vendor's  
4136 published Annual Report for 2006, 2007, and 2008. Vendor's Form 10K is not  
4137 an acceptable substitute for the requested financial reports.  
4138
- 4139 • All quarterly reports since the publication of the last audited financial statements  
4140 or Annual Report if most recent fiscal year is currently incomplete  
4141
- 4142 • Security and Exchange Commission Certification Reports – verification that  
4143 Vendor has filed SEC Certification Reports for fiscal years 2007, 2008, and  
4144 2009, which acknowledges in all material respects Vendor's financial affairs  
4145 have been accurately reported to the SEC  
4146
- 4147 • Current Dun & Bradstreet or Credit Bureau report, which must be the original  
4148 report issued by the reporting company – copies are not acceptable  
4149
- 4150 • Major Supplier Credit Level – submit a copy of authorizing letter(s) from either  
4151 Vendor's suppliers or bank documenting Vendor's credit level with its major  
4152 suppliers  
4153
- 4154 • Federal Bankruptcy Proceedings – submit a description of any bankruptcy  
4155 proceedings, including filing date, chapter type, and disposition, as filed by the  
4156 Vendor or their subsidiaries, suppliers/subcontractors, or manufacturers from  
4157 whom products and/or services will be provided to Members  
4158

- 4159 • Mergers, Buyout or Acquisitions – identify, to the best of your knowledge,  
4160 whether the company or vendor’s subcontractors are currently under  
4161 consideration for either mergers, buyouts or acquisitions that would directly  
4162 impact any agreement with MiCTA, and describe vendor’s procedure to address  
4163 a Master Agreement under these circumstances  
4164

4165 **Vendor’s Banking References:**

4166 Vendors are required to provide a list of their banking references. MICTA and the  
4167 Evaluation Committee reserve the right to contact all references during the reference  
4168 verification process. The resulting verification scores will become part of the final  
4169 evaluation criteria process. If a signed release is required to contact the banking  
4170 references, Vendor is required to attach a copy of the signed release document as part of  
4171 the RFP response.

4172  
4173 Bank Name 1: \_\_\_\_\_  
4174 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4175 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4176 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
4177 Bank Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4178 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4179 Services: \_\_\_\_\_ Checking Account \_\_\_\_\_ Savings Account \_\_\_\_\_ Line of Credit  
4180 Loans: \_\_\_\_\_ Secured and/or \_\_\_\_\_ Unsecured \_\_\_\_\_ Property Mortgage  
4181

4182  
4183 Bank Name 2: \_\_\_\_\_  
4184 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4185 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4186 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
4187 Bank Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4188 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4189 Services: \_\_\_\_\_ Checking Account \_\_\_\_\_ Savings Account \_\_\_\_\_ Line of Credit  
4190 Loans: \_\_\_\_\_ Secured and/or \_\_\_\_\_ Unsecured \_\_\_\_\_ Property Mortgage

4191  
4192 Bank Name 3: \_\_\_\_\_  
4193 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4194 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4195 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
4196 Bank Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4197 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4198 Services: \_\_\_\_\_ Checking Account \_\_\_\_\_ Savings Account \_\_\_\_\_ Line of Credit  
4199 Loans: \_\_\_\_\_ Secured and/or \_\_\_\_\_ Unsecured \_\_\_\_\_ Property Mortgage

4200 **Vendor's Auditors:**

4201 Vendors are required to submit the name(s) of their current and prior auditing firm(s),  
4202 and contact information. MICTA and the Evaluation Committee reserve the right to  
4203 contact Vendors' auditing firm during the financial evaluation as circumstances dictate.  
4204 The resulting verification scores will become part of the final evaluation criteria process.  
4205 If a signed release is required to contact the auditing firm(s), Vendor must attach a copy  
4206 of the signed release document as part of the RFP response.

4207  
4208 Current Auditing Firm: \_\_\_\_\_  
4209 Number of year's firm has conducted Vendor's audits: \_\_\_\_ Years Expires (MM/YY): \_\_\_\_/\_\_\_\_  
4210 Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4211 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4212 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4213 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4214 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4215  
4216 Previous Auditing Firm: \_\_\_\_\_  
4217 Number of year's firm has conducted Vendor's audits: \_\_\_\_ Years Expired (MM/YY): \_\_\_\_/\_\_\_\_  
4218 Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4219 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4220 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4221 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4222 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4223  
4224 Reason for not retaining: \_\_\_\_\_  
4225

4226 Previous Auditing Firm: \_\_\_\_\_  
4227 Number of year's firm has conducted Vendor's audits: \_\_\_\_ Years Expired (MM/YY): \_\_\_\_/\_\_\_\_  
4228 Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
4229 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4230 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
4231 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4232 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4233  
4234 Reason for not retaining: \_\_\_\_\_  
4235

4236 **Customer References**

4237 Vendors are required to submit a list of their customer references by completing the  
4238 following attachment. The Evaluation Committee will be the ultimate judge of the  
4239 acceptability of all references and may request the vendor to provide additional  
4240 references. Vendor may submit a reference listing generated from their system as long  
4241 as it includes all the information requested below and is in an easily readable format.

4242  
4243 Customer references must include a minimum of 3 current customers with purchase  
4244 agreements awarded and begun within the last 12-months. Additionally, 3 customer  
4245 references are required with completed projects and/or purchases completed within the  
4246 last 24- months. References should be customers with a program developed similar in  
4247 nature, size, and scope to that which a MiCTA member may request based on their  
4248 market share.

4249 The Evaluation Committee reserves the right to contact any or all of the references  
4250 listed. If a signed release is required prior to the committee contacting references,  
4251 Vendor is required to attach a copy of their completed and signed release document as  
4252 part of the RFP response. Potential references refusing to agree to speak with an  
4253 Evaluation Committee representative should not be included, and alternate reference  
4254 sources provided.

4255 **Current Customer References:**

4256 Reflects projects and/or purchases awarded and begun within the last 12-months:

4257 **Customer Name 1:**

4258 \_\_\_\_\_  
4259 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4260 Products or Services Provided \_\_\_\_\_

4261 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

4262 Project Estimated Dollar Value: \$ \_\_\_\_\_

4263 Project Came In On Budget: \_\_\_ Yes \_\_\_ No

4264 Successful Contract Completion: \_\_\_ Yes \_\_\_ No

4265 Authorization received for MiCTA to contact customer directly: \_\_\_ Yes \_\_\_ No

4266  
4267 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_

4268 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

4269 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4270 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_

4271 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ E-Mail: \_\_\_\_\_

4272 \_\_\_\_\_

4273 **Customer Name 2:**

4274 \_\_\_\_\_  
4275 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4276 Products or Services Provided \_\_\_\_\_

4277 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

4278 Project Estimated Dollar Value: \$ \_\_\_\_\_

4279 Project Came In On Budget: \_\_\_ Yes \_\_\_ No

4280 Successful Contract Completion: \_\_\_ Yes \_\_\_ No

4281 Authorization received for MiCTA to contact customer directly: \_\_\_ Yes \_\_\_ No

4282  
4283 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_

4284 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

4285 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_

4286 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_

4287 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ E-Mail: \_\_\_\_\_

4288 \_\_\_\_\_

4289 \_\_\_\_\_

4290 **Customer Name 3:**  
 4291 \_\_\_\_\_  
 4292 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 4293 Products or Services Provided \_\_\_\_\_  
 4294 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 4295 Project Estimated Dollar Value: \$ \_\_\_\_\_  
 4296 Project Came In On Budget: \_\_\_Yes \_\_\_No  
 4297 Successful Contract Completion: \_\_\_Yes \_\_\_No  
 4298 Authorization received for MiCTA to contact customer directly: \_\_\_Yes \_\_\_No  
 4299  
 4300 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_  
 4301 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 4302 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
 4303 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_  
 4304 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 4305

4306 **Prior Customer References:**  
 4307 Reflects projects and/or purchases awarded and completed 12-24 months ago:  
 4308

4309 **Customer Name 1:**  
 4310 \_\_\_\_\_  
 4311 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 4312 Products or Services Provided \_\_\_\_\_  
 4313 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 4314 Project Estimated Dollar Value: \$ \_\_\_\_\_  
 4315 Project Came In On Budget: \_\_\_Yes \_\_\_No  
 4316 Successful Contract Completion: \_\_\_Yes \_\_\_No  
 4317 Authorization received for MiCTA to contact customer directly: \_\_\_Yes \_\_\_No  
 4318  
 4319 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_  
 4320 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 4321 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
 4322 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_  
 4323 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 4324

4325 **Customer Name 2:**  
 4326 \_\_\_\_\_  
 4327 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 4328 Products or Services Provided \_\_\_\_\_  
 4329 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 4330 Project Estimated Dollar Value: \$ \_\_\_\_\_  
 4331 Project Came In On Budget: \_\_\_Yes \_\_\_No  
 4332 Successful Contract Completion: \_\_\_Yes \_\_\_No  
 4333 Authorization received for MiCTA to contact customer directly: \_\_\_Yes \_\_\_No  
 4334  
 4335 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_  
 4336 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 4337 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
 4338 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_  
 4339 Telephone: (\_\_\_\_) \_\_\_\_\_ x \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 4340  
 4341



4342 **Customer Name 3:**  
4343 \_\_\_\_\_  
4344 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
4345 Products or Services Provided \_\_\_\_\_  
4346 Contract Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
4347 Project Estimated Dollar Value: \$ \_\_\_\_\_  
4348 Project Came In On Budget: \_\_\_Yes \_\_\_No  
4349 Successful Contract Completion: \_\_\_Yes \_\_\_No  
4350 Authorization received for MiCTA to contact customer directly: \_\_\_Yes \_\_\_No  
4351  
4352 Customer Coordinator: \_\_\_\_\_ Title: \_\_\_\_\_  
4353 Telephone: (\_\_\_\_) \_\_\_\_\_ x\_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
4354 E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_  
4355 Customer Technician: \_\_\_\_\_ Title: \_\_\_\_\_  
4356 Telephone: (\_\_\_\_) \_\_\_\_\_ x\_\_\_\_\_ E-Mail: \_\_\_\_\_  
4357  
4358

4359 **11. Sample Master Service Agreement**



515 N WASHINGTON AVENUE, SUITE 405, SAGINAW, MI 48607 TELEPHONE: 888-964-2227

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

This Telecommunications Master Service Agreement (“Agreement”) is made by and between VENDOR (“Seller”) with principal offices located at ADDRESS OF VENDOR, and MiCTA with principal offices located at 515 N. Washington Avenue, Suite 405, Saginaw, Michigan 48607.

**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, eligible MiCTA members, and all educational and governmental units (collectively “Eligible Organizations” or “Members”);

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

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

**WHEREAS**, Seller is awarded Endorsed status, having met all requirements set by MiCTA, and prevailed in MiCTA’s comprehensive RFP process for SERVICES AND PRODUCTS, been judged by MiCTA to be the best value for Seller’s service and product areas (as identified at the Endorsed or 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 Eligible Organizations meeting credit criteria, products and services as set forth in the Seller’s response to RFP #123456789, and as attached as Attachment A at the pricing in Attachment B.

1.2. MiCTA hereby accepts Seller’s offer to provide to Eligible Organizations Telecommunications products and services, as set forth in Seller’s response to the NAME OF THE RFP - RFP #123456789, and as set forth in Attachment A, subject to the terms and conditions of this Agreement and the terms of conditions of the Member Participation Agreement, Attachment C, that each MiCTA Member must sign.

# SAMPLE ONLY

- 4406 **2. MASTER SERVICE AGREEMENT TERM:**  
4407 2.1. This Agreement is effective when executed by both parties (“Effective Date”) and continues for two (2)  
4408 years until \_\_\_\_\_ (“Expiration Date”).  
4409  
4410 2.2. MiCTA reserves the right to extend the term of this Agreement for two (2) additional one-year terms  
4411 providing the products, service and pricing meet or exceed MiCTA’s standards, and Seller has met and continues to  
4412 meet all the terms and conditions of this Agreement.  
4413  
4414 **3. EXCLUSIVE AGREEMENT:**  
4415 3.1. Seller agrees that this Agreement is for the sole use of all Eligible Organizations. Seller shall not disclose  
4416 the terms, negotiated pricing and/or benefits provided to Eligible Organizations pursuant to this Agreement to any  
4417 non-Eligible Organization.  
4418  
4419 3.2. Seller agrees that this Agreement supersedes all existing contracts containing products and/or services within  
4420 the scope of RFP #123456789 with any/all MiCTA accounts. Nonetheless, any Member Participation Agreements  
4421 still in effect under a prior Master Service Agreement shall remain in effect and be performed according to their  
4422 terms.  
4423  
4424 **4. HIGHLY COMPETITIVE PRICING:**  
4425 Seller hereby agrees to provide all Eligible Organizations with Highly Competitive Pricing throughout the term of  
4426 this agreement. “Highly Competitive Pricing” means that Seller will offer all Eligible Organizations its most  
4427 competitive pricing option that it has made available to similarly situated institutions and/or organizations in  
4428 comparable markets provided the underlying cost structure is the same for Seller in that market. This provision  
4429 extends to all services provided by Seller under this Agreement.  
4430  
4431 **5. CREDIT CRITERIA**  
4432 Seller is not obligated to provide service to an Eligible Organization that does not satisfy Seller’s credit criteria.  
4433  
4434 **6. APPOINTMENT OF AGENT:**  
4435 MiCTA is hereby appointed an independent sales agent with limited authority to solicit, on behalf of Seller, Eligible  
4436 Organizations as customers for Seller’s products and/or service, subject to the terms of this Agreement.  
4437  
4438 **7. ACCEPTANCE OF INDEPENDENT AGENT APPOINTMENT:**  
4439 MiCTA hereby accepts the appointment by Seller as its authorized sales agent to solicit orders from Eligible  
4440 Organizations as customers for Seller’s products and/or services, subject to the terms and conditions of this  
4441 Agreement.  
4442  
4443 **8. RELATIONSHIP OF PARTIES:**  
4444 8.1. MiCTA shall have no authority to bind Seller by contract or otherwise or to make representations as to the  
4445 policies and procedures of Seller other than as specifically authorized by this Agreement.  
4446  
4447 8.2. Seller and MiCTA acknowledge and agree that the relationship arising from this Agreement does not  
4448 constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them,  
4449 and that MiCTA is an independent contractor with respect to the services provided under this Agreement.  
4450  
4451 8.3. MiCTA shall identify itself as an authorized representative of Seller only with respect to the products and/or  
4452 services covered by this Agreement, and shall otherwise identify itself as an independent entity.  
4453  
4454 8.4. This Agreement is not intended to and does not create any third party beneficiaries, other than MiCTA  
4455 members, to the rights and obligations as set forth herein, nor shall any third party beneficiaries be interred by  
4456 operation or otherwise.  
4457

4458 **9. CONTRACT DOCUMENTS:**

4459 The documents which comprise this Agreement are this Agreement and any attachments or addenda, the RFP  
4460 #123456789, the Seller's response to such RFP and any attachments or addenda. Each Eligible Organization that  
4461 purchases service from Seller shall also have a Member Participation Agreement with Seller.  
4462

4463 **10. RESOLVING CONFLICTING LANGUAGE:**

4464 In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference  
4465 to the documents in the following order: first, this Agreement and attachments or addenda, second, the Seller's  
4466 response to the RFP and any attachments or addenda, and third, the RFP #123456789 and any attachment or addenda.  
4467 Any contractual clarifications mutually agreed upon in writing subsequent to this Agreement will supersede the above  
4468 listed documents.  
4469

4470 **11. GEOGRAPHICAL/ACCOUNT REPRESENTATIVE:**

4471 Seller agrees to designate an Account Representative to be responsible for the coordination of order processing,  
4472 expediting, problem solving, etc. for any/all Eligible Organizations regardless of their physical location. In addition,  
4473 the Account Representative is the responsible contact for reporting to MiCTA on a monthly basis, MiCTA total gross  
4474 sales revenue.

4475 Additionally:

4476 11.1 Seller agrees to have the Account Representative in place within two (2) weeks of signing this  
4477 Agreement.  
4478

4479 11.2 Seller agrees to notify MiCTA of any personal changes with the assigned Account Representative,  
4480 and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming  
4481 vacant.  
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4483 11.3 Seller agrees to replace the Account Representative on a reasonable and lawful basis if requested to  
4484 do so by MiCTA.  
4485

4486 **12. MARKETING AND SALES AIDS:**

4487 12.1 MiCTA shall promote the Seller's services or equipment according to a mutually agreed upon  
4488 marketing plan provided by the Seller.  
4489

4490 12.2 Upon request, Seller shall provide to MiCTA promotional materials related to the Seller's products  
4491 and/or services.  
4492

4493 12.3 Seller shall provide MiCTA with an initial sales kit that includes a program description, sales  
4494 literature, sales aids, and other forms to be used by MiCTA in its activities as provided by this Agreement.  
4495

4496 12.4 Seller shall provide a link back to Seller's web site to be installed on the MiCTA web site.  
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4498 **13. LOGO AND NAMES:**

4499 The logos and names of both parties are protected and are registered. Each party is only authorized to use the other  
4500 party's Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with  
4501 the products and/or services covered by this Agreement with the written permission of the other party.  
4502

4503 **14. CONFERENCE SUPPORT:**

4504 14.1 Seller agrees to funding not to exceed \$5,000, to support at least one MiCTA sponsored conference  
4505 annually. Such support may be in the form of conference lecturer, training session, booth display, social  
4506 gathering/event, opening or closing banquet, and/or provide door or event prizes.  
4507

4508 14.2 If not already an associate member with MiCTA, Seller agrees to become an "Associate Member",  
4509 and keep such status in good standing for the full term of this Agreement.

4510 **15. FORCE MAJEURE:**  
4511 Neither Party hereto shall be deemed to be in default of any provision of the Contract for any failure in performance  
4512 resulting from acts or events beyond the reasonable control of such Party. For purposes of the Contract, such acts  
4513 shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods,  
4514 other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of  
4515 this section shall not preclude either Party from canceling or terminating the Contract, or any order for any produce or  
4516 service included herein, as otherwise permitted hereunder, regardless of any Force Majeure.

4517 **16. LIVING DOCUMENT:**  
4518 The parties agree to treat this Agreement as a living document to allow for industry and technology advances, and to  
4519 add products and services to Attachment A of this Agreement as mutually agreed from time to time. Seller and  
4520 MICTA will confer on a regular, periodic basis, at mutually agreeable times and locations, in order to conduct a  
4521 review to evaluate the possible addition of new Seller product/service offerings to this Agreement. Should MICTA  
4522 and Seller reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services the  
4523 parties will add them to this Agreement by written amendment.

4524 **17. MICTA PRICING AND PRICE ADJUSTMENTS:**  
4525  
4526 17.1 Seller hereby authorizes the price structure, as designated in seller's response to RFP #123546789,  
4527 and as attached as Attachments A & B, to be offered to all eligible organizations.  
4528 17.2 MiCTA acknowledges that with a nationwide agreement, pricing may fluctuate regionally across  
4529 the country.

4530 **18. PRICING REVIEW DATES:**  
4531 Endorsed status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s)  
4532 for products/services will be released to Eligible Organizations no later than one (1) week after contract execution.  
4533 MiCTA reserves the right to review the pricing terms of the Agreement once during each twelve (12) month period of  
4534 the Agreement.

4535 **19. INVOICE TERMS:**  
4536 Seller will provide monthly invoices directly to Eligible Organizations for products and services provided under this  
4537 Agreement and the Members Participation Agreement. Each invoice shall include a detailed breakdown of the  
4538 products and services being provided.  
4539 Seller agrees to provide Eligible Organizations Net 30-Days invoice terms.

4540 **20. MEMBER'S EXISTING CONTRACT:**  
4541 Eligible Organizations who have existing contracts for same or similar services will be entitled to renew with Seller  
4542 subject to this Agreement. An Eligible Organization and Seller may mutually agree to enter a new Member  
4543 Participation Agreement under this Agreement.

4544 **21. CODES, PERMITS, FEES, LICENSES:**  
4545 Seller shall be responsible for any/all permits required for installing the products or services under this Agreement,  
4546 arranging for all necessary inspections, adhering to all state, federal and industry codes and adhering to the ADA  
4547 Compliance of Telecommunications Equipment and Services as released by the Federal Communications  
4548 Commission, September 9, 1999, effective March 1, 2000. Seller shall also be responsible for those fees for codes,  
4549 permits and licenses related to the products and services identified under this Agreement.

4550 **22. ORDINANCES AND REGULATIONS:**  
4551 Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local  
4552 governments. Seller shall pay all taxes, insurance, and license fees pertaining to the business herein described.

4553 **23. COMPLIANCE WITH LAW:**  
4554 Seller shall operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all  
4555 licenses and permits required for its performance under this Agreement.

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**24. GOVERNING LAW:**

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

**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. MiCTA 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 Seller. Such consent will not be unreasonably withheld. Seller may assign the agreement without MiCTA's consent so long as the services provided to Eligible Organizations 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.

28.2 Eligible Organizations 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. SURVIVORSHIP OF INDIVIDUAL ELIGIBLE ORGANIZATIONS MEMBER TERMS AND CONDITIONS:**

In the event Eligible Organizations enter into individual purchase agreements whose term extends beyond the termination or expiration date of this Agreement, Members, at their own option, may either:

30.1 Continue receiving services or products under the terms and conditions described herein until the expiration date of the Eligible Organization's individual purchase agreement, or

30.2 Continue receiving services or products at other terms and conditions agreed to in writing by both Seller and the Eligible Organization.

**31. NOTICES:**

31.1 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:

31.1.1 Date such notice has been received; or

31.1.2 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

# SAMPLE ONLY

4616 123 Street Address  
4617 City, State 12345  
4618 or at such addresses as seller may designate, in writing, from time to time, or.  
4619 to MiCTA addressed as follows:  
4620 MiCTA  
4621 President John Sundstrom  
4622 515 N. Washington Avenue  
4623 Suite 405  
4624 Saginaw, Michigan 48607  
4625 or at such address as MiCTA may designate, in writing, from time to time.  
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4627 **32. HEADINGS:**

4628 The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are  
4629 in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in  
4630 any way affect this Agreement.  
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4632 **33. IMPLEMENTATION DATES:**

4633 Seller's Endorsed status, as applicable, will become effective upon execution of this Agreement by all parties.  
4634 MiCTA and Seller shall exercise all reasonable efforts, consistent with Article 1.10, Marketing Support and Sales  
4635 Aids, to make Seller's price list(s) for products/services, as set forth in Attachments A and B to this Agreement,  
4636 available to Eligible Organizations as soon as practicable after the Effective Date of this Agreement  
4637

4638 **34. ENTIRE AGREEMENT:**

4639 This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and  
4640 representations, whether oral or written, between the parties and relating to the subject matter hereof, and the  
4641 applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this  
4642 Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written  
4643 agreement signed by duly authorized representatives of the parties hereto.  
4644

4645 **35. CONTRACT EXECUTION:**

4646 In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable  
4647 consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered  
4648 into the above Agreement and have caused their duly authorized representatives to execute this Agreement.  
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4650 **FOR: MiCTA**

**FOR: VENDOR**

4651 \_\_\_\_\_  
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4654 John Sundstrom  
4655 President  
4656 Date: \_\_\_\_\_  
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Authorized Signature  
TITLE  
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4678 **MASTER SERVICE AGREEMENT**  
4679 **CONTRACT NUMBER: 123456789**

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*ATTACHMENT A – SELLERS MICTA PROGRAM OFFERING*

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4692 **MASTER SERVICE AGREEMENT**  
4693 **CONTRACT NUMBER: 123456789**

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***ATTACHMENT B – SELLERS MICTA PROGRAM PRICING***

SAMPLE



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**MASTER SERVICE AGREEMENT  
CONTRACT NUMBER: 123456789**

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**ATTACHMENT C – MEMBER PARTICIPATION AGREEMENT**

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

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**C.1 Appropriated Funding:**

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

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**C.2 Member Project Schedule:**

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

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**C.3 Member Governing Laws:**

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

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**C.4 Financial Stability:**

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

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4748 In the event that there is a material change in the financial condition of the Seller, including without  
4749 limitation, a default on loan covenants, de-listing of publicly traded stock on any recognized exchange on  
4750 which they are traded, bond rating classified as “junk” bond status or lower, assignment of receivables, or a  
4751 voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy,  
4752 liquidation, or other similar proceeding of any kind, the Term of any Agreement shall revert automatically to  
4753 month-to-month for all purposes under the Agreement. Any commitments shall be automatically considered  
4754 to have been achieved for the Agreement and rates, and discounts shall continue as they are at the time of the  
4755 events.  
4756

## 4757 **C.5 Copyright Requirements:**

4758 Seller represents and warrants that it is the lawful owner or licensee of any products / services licensed or  
4759 sold to Members, developed by either the Seller or Manufacturer under the RFP Agreement, has all rights  
4760 necessary to provide proof to the Member of ownership rights or licensed use, as applicable, of any and all  
4761 products / services made available under the Master Service Agreement and Member Participation  
4762 Agreement.  
4763

## 4764 **C.6 Indemnification:**

4765 Subject to the other limitations set forth in this agreement, Seller, to the extent permitted by law, shall  
4766 indemnify, defend, and hold harmless the Member from and against all losses, liabilities, damages, and all  
4767 related costs and expenses incurred in connection with any action or proceeding threatened or brought  
4768 against the Member to the extent that such action or proceedings are based on a claim that any product /  
4769 service provided by the Seller or its Subcontractors, the use of such products / services, or reproduction of  
4770 any documentation violates the provisions set forth in this agreement.  
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## 4772 **C.7 Alternate Product Sourcing:**

4773 Member and Seller shall work in good faith to secure products, services and/or support from other Endorsed  
4774 or Approved contract holders whenever it is in the best interest of the Member. Member will be responsible  
4775 for notifying the Seller prior to acquiring the alternate product or service. Seller, providing integration or  
4776 installation services, must:

4777 C.7.1 Indicate any potential effects the change may create in the overall project.

4778 C.7.2 Be willing to integrate these products and services into the Member’s project.  
4779

## 4780 **C.8 Liquidated Damages:**

4781 Seller will be responsible for damages incurred as a result of significant downtime experienced by Member  
4782 due to Seller’s products or services failing to perform as specified in the Master Service Agreement and  
4783 Member Participation Agreement. Seller will be solely responsible for:

4784 C.8.1 Actual costs of damages incurred, not to exceed the total dollar value of the Agreement,  
4785 for significant downtime experienced during the term of the Agreement.  
4786

4787 C.8.2 Member shall have the right to liquidate such damages through a credit.  
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## 4789 **C.9 Insurance Requirements:**

4790 Seller and their Subcontractors operating under the Master Service Agreement and the Member Participation  
4791 Agreement will, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for  
4792 all activities performed on Member’s site in connection with the products and services covered by the  
4793 agreements. Seller will be required, at Member’s request, to provide an appropriate Certificate of Insurance  
4794 evidencing coverage, and provide prior written notice of any occurrence of modification, material change, or  
4795 coverage cancellation during the term of Member’s Participation Agreement. Coverage should minimally  
4796 include the following:  
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4798 C.9.1 Workers Compensation Insurance

4799 C.9.2 Comprehensive General Liability Insurance – Bodily Injury/Property Damage  
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# SAMPLE ONLY

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4802 C.9.3 Services / Products / Completed Operations Aggregate  
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4804 C.9.4 Automobile Insurance  
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4806 **C.10 Workmanship Warranty:**

4807 Seller is required to provide for a workmanship warranty of not less than one-year from the date of the  
4808 Member's final system acceptance. The final system acceptance will be determined by a "sign-off" as  
4809 negotiated by the Member in the Member Project Schedule and Section 1.39.19 below. Seller will be  
4810 responsible for all costs for labor, field service, and pick-up and delivery related to repairs or corrections  
4811 during the warranty period. Warranty will be provided to Members at no additional cost.  
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4813 **C.11 Member Invoice:**

4814 Seller agrees to provide invoices directly to individual Members, which shall include a detailed breakdown  
4815 of all products and/or services provided. Seller agrees to minimally provide all Members with Net 30 Days  
4816 invoice terms.  
4817

4818 **C.12 Freight Terms:**

4819 Seller and/or its subcontractors providing products, equipment, software, etc. to Members, agrees to provide  
4820 Freight Terms as defined below.

4821 C.12.1 Seller agrees to provide shipping terms of F.O.B. Destination-: Member's Receiving  
4822 Dock, ground transportation, within the Continental U.S.A, at no additional cost to the Member  
4823 .

4824 C.12.2 Seller agrees to identify all freight charges, for unique purchases requiring actual shipping  
4825 costs be invoiced "Prepay and Add", prior to accepting a Member's Participation Agreement.  
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4827 C.12.3 Expedited deliveries or other special deliveries, other than ground transportation, outside  
4828 the Continental U.S.A., will be prepaid and added to the Member invoice at actual costs.  
4829

4830 **C.13 Hardware/Software Compatibility:**

4831 Seller and/or its subcontractors, providing hardware or software products to Members, agree to address  
4832 hardware / software compatibility issues with both the Member that minimally includes the following:

4833 C.13.1 Seller shall be responsible for notifying both the Member and MiCTA of any/all Member  
4834 compatibility and/or interoperability issues between hardware, peripheral or software provided by  
4835 the Seller.  
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4837 C.13.2 Seller shall provide networking equipment configurations that meet or exceed all  
4838 applicable industry standards, and are interoperable with all other system components.  
4839

4840 C.13.3 Seller is responsible for providing an evaluation or survey of Member's existing systems  
4841 and software prior to ordering and installing equipment, and make Member aware of any/all known  
4842 interoperability and compatibility issues that must be addressed.  
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4844 C.13.4 Seller agrees to notify the Member entering into a participation agreement of any  
4845 additional electronic premise equipment that is required to interface to the hardware, peripherals, or  
4846 software being provided.  
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4848 C.13.5 Seller shall not be held responsible for products which fail to perform as designed as a  
4849 result of any additions or modifications to the products and/or services not performed by the Seller,  
4850 or resulting from the Member's use of the products and/or services in conjunction with the  
4851 Member's other software and/or systems which have not been reviewed and approved by the Seller  
4852 prior to order and installation.  
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**C.14 Termination Right:**

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

**C.15 Title and Risk Allocation:**

Seller agrees to provide a license for use of the service upon the Effective Date set forth in the Participation Agreement, for all products and services.

**C.16 Seller Hardware/Software Warranty:**

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

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

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

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

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

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

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

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

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

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

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

**C.17 Compliance With Law:**

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



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

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**ATTACHMENT D – COMMISSIONS DUE MICTA**

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**D.1 Commission/Restrictions:**

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Upon acceptance of an order by Seller, Seller agrees to pay MiCTA a commission fee of not less than 4% of the Eligible Net Revenue (as defined below) generated from any MiCTA account. For purposes of this Agreement:

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

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

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D.1.3. The only commissions, fees or compensation due MiCTA shall be those commissions payable on all MiCTA Account sales/purchase agreements, for products and services within the scope of RFP #123456789.

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

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

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

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

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

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**D.2. SALES/COMMISSION REPORTS:**

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

Monthly reports should be sent to:  
MiCTA  
Attn: Commission Report  
515 N. Washington Avenue  
Suite 405  
Saginaw, MI 48607

**Sales/Commission Reporting Process:**

D.2.1. Monthly reports must include a list of all purchases between MiCTA Members and MiCTA Eligible Organizations and the Seller.

D.2.2. Seller will be required to submit an annual report of all MiCTA Member and MiCTA eligible institution purchases within 30-days of the Seller’s fiscal year close.

D.2.3. MiCTA may escalate to the Vice President level for any failure to report Member sales in their entirety Sales/Commission Audit.

D.2.4. MiCTA reserves the right to perform an independent audit, by MiCTA designated auditors, of the MiCTA commissions 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 commissions. In the absence of a material underpayment, MiCTA will be solely responsible for the cost of any such audit.

D.2.5. Seller will be required to comply with a MiCTA request for audit within thirty (30) working days of receiving the written request.

D.2.6. Seller will be held responsible for all commission fees and service charges for all unreported Net Eligible Revenue with MiCTA Accounts revealed during an audit.

D.2.7. MiCTA will be responsible for repaying all commissions for all over reported Net Eligible Revenue paid to MiCTA which may be repaid by an offset against future commissions.

## 12. Intent To Respond Form

### MiCTA 2010 Telecommunications, Information Systems and Applications (TISA) RFP (#MT-TISA 2010)

\_\_\_\_\_ has received and reviewed the MiCTA 2010 Telecommunications, Information Systems and Applications (TISA) Request For Proposals (RFP). We may submit a proposal response for the following RFP elements:

Telecommunication Services  
VoIP Services  
IP Services

Cellular, and Wireless Services  
Specialty Services and Applications  
Equipment Purchases

MiCTA will host a Vendor teleconference on Wednesday, January 13, 2010 from 1:00 PM to 4:00 PM EST. MiCTA requests that all interested potential vendors and their legal counsel attend this conference. Additional information regarding this call will be published in the RFP document.

We plan do not plan to attend the vendor teleconference.  
Our legal counsel will will not be present during this call.

MiCTA will provide 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: www. \_\_\_\_\_\

##### Secondary Contact:

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

##### Legal Counsel:

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

Please return This Form By 4:30 PM January 11, 2010 to (989) 753-2655 or to rfp@mictatech.org. Submitting this form does not obligate you to respond to the RFP.