**REQUEST FOR PROPOSAL**

**FOR A NEXT GENERATION**

**IP-BASED VOICE, DATA and VIDEO**

**COMMUNICATIONS SYSTEM**

**FOR**

**Example Corp.**

**Proposal Due Date: 7:00 PM EST March 15 2020**

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**NASCommNAS**

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| --- |
| **C:\Users\msotomayor4\AppData\Local\Microsoft\Windows\INetCache\Content.Word\telephone-clip-art-telephone-clip-art-9.jpgL**  **NASCommHERE** |
| NASComm Inc.  199 Telephone Pole Line Ave  **555-789-1212**  **NASComm.com**  NAScomm.com |

**Example Corp**

**Tampa, FL 33596**

Dear Wayne Pollock,

I am writing with regard to a recent request for proposals for the design and execution of a modernized voice mail system put forth by your company and brought to my attention by NASComm’s sales and marketing team.

First of all, please allow me to introduce myself. My name is Clendenin Odegard. I am the Chief Executive Team Leader of new projects. And, I feel that our company would be an excellent fit for the job. NASComm began in Alaska during the spring of 1972 as a small family land line business and has grown over the years to become Alaska’s top wireless provider. At this time we employ 2500 talented team members whose talents range anywhere from fiber optic networking to what we like to call: “In a Nutshell” software engineering.

We are currently in the process of finishing up a major project involving designing and installing Alaska’s largest internet based phone system. Needless to say, we are ready for our next challenge. Please provide me with a detailed explanation of what you are looking for. I look forward to working with you.

Warm regards,

Clendenin Odegard   
Chief Executive Team Leader

# Example Corp.’s Request for Proposal

## RFP Overview

Example Corp. of Tampa, FL has petitioned interested parties to submit the proposal for the design, development, deployment, and support for a companywide updated voicemail system to be used by 100+ employees. The voicemail system must be able to provide the following features to any Example Corp. employee with a valid mailbox:

* Play back messages
* Delete messages
* Change the greeting
* Change the password

The voicemail system will require an administrator\* who will be able to:

* Activate mailboxes
* Deactivate mailboxes
* Play selected messages
* Copy selected messages

The voicemail system should incorporate a memory back-up system that allows for messages

That allows for messages to be saved and then restored in the event of a power failure.

\*Only the administrator can perform bulleted points.

**Vendor Overview**

* **Suitability of the proposal:** The proposed solution meets the need and criteria set forth in the RFP.
* **Vendor Experience and Vision:**  Expertise in recommending and communicating appropriate technical and aesthetic solutions as evidenced by the proposal and references.
* **Candidate Experience:** Candidate has successfully completed similar projects and has the qualifications necessary to undertake the project.
* **Value/pricing Structure and Price Levels:** The price is commensurate with value offered by proposer.
* **Depth and Breadth of Staff:** The candidate firm has appropriate staff to develop the site in the time frame needed.
* **Proposal Presentation:** The information is presented in a clear, logical manner and is well organized.
* **Demonstrated commitment:** High level service agreements (SLA).

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## Customer Contacts and Contract Requirements

For questions about the Request for Proposal or Example Corp.’s system requirements, contact:

Contact Name: Wayne Pollock

Address: 123 Main Street Anytown, USA 12345

Phone Number: 555-123-4567

Fax number: 555-789-1234

E-mail address: wpollock@example.com

Requests for clarifications and questions should be e-mailed. Interviews with the evaluation team may take place on or around March 21.

Questions will be taken up to: March 14, 2020

## Proposal Filing Date

Response to this RFP must be submitted in sealed packages and delivered in a flat rate, fee for service format on or before **March 15** before **7:00pm EST**, to the Customer at the address noted below. The response packages will be opened immediately thereafter by: Betty Boop

Example Corp. of Tampa, Florida.

123 Main Street

Anytown, USA 12345

It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer reserves the right to reject all late arrivals

**Bids received after that time will not be accepted.**

## Number of Copies

10 Copies of the proposal are to be delivered to Example Corp.***.***

## Schedule of Events

|  |  |
| --- | --- |
| **Event** | **Date** |
| Request for Proposal Issued | 02-15-2019 |
| Bidder's Conference | Not Scheduled |
| Site Visit | TBD |
| Last Day for Questions/Clarifications | 03-14-2019 |
| RFPs Due to Purchaser | 03-15-2019 |
| Tentative Purchasing Decision | No Later than 4-30 |
| System Live Date -Phase 1 | TBD |
| System Live Date-Phase 2 | TBD |

## Proposal Response Format

This RFP has been provided in soft copy for the bidder’s convenience. Responses to Example Corp.’s RFP must be in fonts no smaller than 10 point with a maximum length of 35 pages (excluding UML, hosting attachments). All responses should be stated in the body of the document following the specific questions. Please place any additional reference information in the Appendix.

**Note:** Any modifications to the questions in this RFP by the bidder will result in immediate rejection of that proposal.

## Vendor Qualifications

Bidding Company Name: NASComm

Address: 199 Telephone Pole Line Ave Juneau, Alaska 78900

Sales Representative Name: Clendenin Odegard

Telephone Number: 555-789-1212

E-mail address: mangos8@yahoo.com

Technical Advisor: Cinjon Nicolasby

Telephone Number:555-123-4567

E-mail address: icerburg9@gmail.com

#### *1.7.1 List three systems your firm has produced that best reflect your work and relevancy to this project. Briefly list the role your firm played in each project.*

#### We began as a very small business and one of our first projects consisted of producing a Private Exchange Branch (PBX) for TeleComm Tower. As we grew, we moved to bigger projects and have produced two VoIP systems in the past year for Fairbanks Bell and WALSTIB. We currently specialize in VoIP systems.

### Provide current reference information for three former or current clients.

Company Name Contact Phone Number System Size

TeleComm Tower Robyn Hitchcock 555-657-0000 Max Cap 50

Fairbanks Bell Will Toledo 555-888-9999 Max Cap 5000

WALSTIB John Lennon 555-123-4567 Max Cap 25000

### Briefly describe your firm’s organizational capacity to produce our voice mail system (e.g. staff, equipment, software, physical space, office location, etc.).

#### NASComm employs over 500 team members with an executive team consisting of 11 members.

Our office is located in Juneau, Alaska. (Refer to address on page 2 of this document. Here, our executive team meets with the board of directors consisting of 6 members to discuss future developments. We are, however, a cloud based company for the most part and because of our passion for excellence and innovation, we are currently the #1 cloud communications provider.

### How many full-time staff does your firm employ? Please include a copy of your firm’s organizational chart.

#### We employ a 60% - 40% ratio of fulltime to partime team members.

See Appendix C

### Provide a company profile, length of time in business and core competencies.

#### Clendenin Odegard began as a landline technician for Juneau Bell while attending The University of Anchorage department of computer science. He then invested his inheritance in a small internet company in 1972. As the technology grew, NASComm expanded to meet the growing needs of companies worldwide.

### Briefly describe the percentage of your development staff that would end up working on the project relative to your entire staff.

#### Due to the fact that the majority of our products are cloud based, NASComm is able to give 100% of the attention to multiple companies at once. We typically take on no more than two large projects at a time and require that all team members take part in all current projects.

*1.7.7 What type of team will be assigned to the project? What will each person’s role be?*

*Please provide a brief background summary for each key staff member assigned to this*

*project.*

*1.7.7.1*

Name Role Background Summary

Clendenin Odegard CEO/Founder Visionary of NASComm

Mitesh Makagon Chief Financial Officer 15 years accounting experience

Dave Dhruv Chief Operating Officer Masters Degree Business

Kira Marlow Executive VP Innovation MBA, Bachelor Computer Science

Vlad Makagon Chief Technology Officer Masters Computer Science

Praful Dridi Chief Strategy Officer Bachelor Electronics and Communication

Trevor Piombo Chief Information Officer Patent Holder, 20 years experience with Cisco

*1.7.8 Briefly describe your firm’s management process.*

*1.7.8.*1 We conduct weekly board meetings and have embraced the Scrum method of Agile Software Development. The executive team reports to Clendenin Odegard for all final decisions. The field employees report to Cinjon Nicolasby, who in turn reports to Trevor Piombo. NASComm is very team oriented and believes in empowering the team member. We prefer to promote from within and even provide education reimbursement for those interested in furthering their career.

*1.7.9 What is the percent of total revenue derived from voicemail/PBX developments and*

*other business ventures?*

*1.7.9.1*  NASComm receives 100% of revenue from the development, installation, and

maintenance of cloud based VoIP systems.

*1.7.10 Explain your business model:*

*1.7.10.1* NASComm strives to remain relevant, innovative, and resourcful. While we plan for continued growth, we also aim to maintain our brand by delivering excellent, cutting edge products at a fair price. We also promise amazing customer service and support, and offer supplemental packages to the growing business designed to integrate seamlessly with currently installed hardware/software.

*1.7.11 Please discuss any planned IPOs, mergers, or acquisitions.*

*1.7.11.1* Not Applicable

1.7.12 *Please discuss any hardware/software partnerships.*

1.7.12.1 We partner with Cisco and Juneau Bell.

1.7.13 *Please discuss your testing and support plan.*

1.7.13.1 NASComm continually tests all products and provides a lifetime guarantee support feature at an additional and resonable cost.

1.7.14 *Please explain your service level agreement (SLA) structure.*

1.7.14.1 Please refer to part 6- Tearms and Conditions) of this document.

1.7.15.1 *List the time frame for completion.*

1.7.15.1 6 months to 1 year.

1.7.16 *List any terms and conditions.*

1.7.16.1 Please refer to Section 6 of this document.

## Overview of Current Environment

***Example Corp. of Tampa, Florida has the following current environment:***

Example Corp has no current voicemail system. The employees are provided with telephone message recording machines individually as needed.

***Example Corp. of Tampa, Florida requires the following to be met:***

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The voicemail system must be able to provide the following features to any Example Corp. employee with a valid mailbox:

* Play back messages
* Delete messages
* Change the greeting
* Change the password

The voicemail system will require an administrator\* who will be able to:

* Activate mailboxes
* Deactivate mailboxes
* Play selected messages
* Copy selected messages

The voicemail system should incorporate a memory back-up system that allows for

Messages to be saved and then restored in the event of a power failure.

\*Only the administrator can perform bulleted points.

# Proposal

This section is an introduction to and summary of the system being proposed by the vendor. This should be structured so anyone reading only this section has a clear understanding of the proposed system.

## 2.1 Proposed System

### Provide a brief description of the proposed system. Include diagrams if desired.

### 2.1.1.1 NASComm proposes a Voice Over Internet Protocol (VoIP). A VoIP is the most advanced phone system, and though the most costly, offers the best value over time.

*2.1.2 What are the model names and version numbers of all relevant components of the*

*proposed system?*

*2.1.2.1 TBD*

## System Architecture

### Provide a brief description and discussion of your system architecture. Describe your philosophy on open architecture and your ability to support other vendor’s equipment.

2.2.2.1 We are cloud based and utilize the programming language: JAVA. All systems are virtual and therfore compatible with all other systems.

### Provide a diagram of the system architecture.

#### Please refer to Appendix A

### Describe how the solution delivers reliability for voice services including maintaining dial tone during WAN outages, failure of the systems windows based servers, and power outrages.

#### NASComm offers cloud-based technology with 100% guaranteed backup. We maintain our cloudbased servers and have partnered with FailSafe Servers to offer only the best in information maintenance and backup. At this time, NASComm can proudly state that WAN outages and power failures have never resulting in the loss of data for any of our clients.

All of our cloud-based VoIP systems provide:

## System Reliability and Availability

## Advanced Routing Features

**Emergency Services**

**System Administration Tool**

**System Monitoring and Diagnostics**

**Conferencing**

## System Features

***For the following features, use the table to indicate their availability. Note if any of these features are optional or result in additional charges.***

|  |  |  |  |
| --- | --- | --- | --- |
| **FEATURE** | **YES** | **NO** | **OPTIONAL** |
|  | **X** |  |  |
| Answer/Answer Release | **X** |  |  |
| Application Sharing | **X** |  |  |
| Attendant Console |  |  | X |
| Audio Volume Adjust | **X** |  |  |
| Auto Echo Cancellation |  |  | X |
| Automated Call-by-call Bandwidth Selection | **X** |  |  |
| Automated Phone Installation Configuration | **X** |  |  |
| Automatic Phone Moves | **X** |  |  |
| Call Detail Records | **X** |  |  |
| Call forwarding (Off Premise) | **X** |  |  |
| Call forwarding (Ring and/or No Answer) | **X** |  |  |
| Call forwarding (Self Directed) | **X** |  |  |
| Call Hold / Release | **X** |  |  |
| Call Park / Pickup | **X** |  |  |
| Call Transfer | **X** |  |  |
| Call Waiting | **X** |  |  |
| Calling Line ID  Line and Name | **X** |  |  |
| Chat |  |  | X |
| Conference (unicast) | **X** |  |  |
| Conference (multicast) |  |  | X |
| Direct Inward Dialing | **X** |  |  |
| Direct Outward Dialing (DOD) | **X** |  |  |
| Distinctive Ringing (internal vs. external call) |  |  | X |
| Distinctive Station Ringing Pitch |  |  | X |
| Event Logging and Reports | **X** |  |  |
| Event Viewer Interface |  |  | X |
| External SMDI Interface | **X** |  |  |
| File Transfer | **X** |  |  |
| H.323 V2 RAS Support | **X** |  |  |
| IP Phones set IP Precedence Bit | **X** |  |  |
| IP Routable | **X** |  |  |
| IP-based Integrated Messaging | **X** |  |  |
| JTAPI | **X** |  |  |
| Last Number Redial | **X** |  |  |
| License Management | **X** |  |  |
| Multiple Calls Per Line Appearance |  |  | X |
| Multiple Line Appearances |  |  | X |
| Number Portability | **X** |  |  |
| Performance Monitor Interface | **X** |  |  |
| PRI Protocol Support (NI-2 and EuroISDN) | **X** |  |  |
| Privacy (prevent barge in on bridged extension) | **X** |  |  |
| Redundant Call Managers | **X** |  |  |
| Remote Process Control | **X** |  |  |
| Ringer Pitch Adjust | **X** |  |  |
| Ringer Volume Adjust | **X** |  |  |
| Shared Extensions on Multiple Phones | **X** |  |  |
| Single Button Collaborative Computing / Virtual Meetings | **X** |  |  |
| Speakerphone Mute | **X** |  |  |
| Speed Dial (Auto-Dial) | **X** |  |  |
| System Events on Windows NT Event Viewer | **X** |  |  |
| TAPI 2.1 | **X** |  |  |
| Toll and Nuisance Number (900,976,970,550,540 exchanges) Restriction |  |  | X |
| Tone On Hold |  |  | X |
| 8 |  |  | X |
| Visual Message Displays (All digital telephones) (name, extension, etc.) |  |  | X |
| Web Administration |  |  | X |
| Web Documentation |  |  | X |
| Web-based Speed Dial (Auto-Dial) Directory |  |  | X |
| Whiteboard |  |  | X |

# 3 Use Cases

1. **New mailbox**

* New employee is hired.
* Administrator creates new mailbox for new employee.
* Administrator sets password to default.
* Administrator gives new mailbox info to new employee.
* Administrator explains how to change password from default and set up greeting.

1. **Delete mailbox**

* An employee leaves the company.
* Administrator deactivates mailbox of former employee.

1. **Change password**

* An employee wants to change mailbox password.
* Employee follows prompt to change mailbox password.
* Employee must input current password before changing mailbox password.
* System is now ready for employee to input new mailbox password.
* System accepts new mailbox password.

1. **Change greeting**

* An employee wants to change mailbox greeting.
* Employee follows prompt to change mailbox password.
* Employee must input current password before changing mailbox greeting.
* System is now ready for employee to record new mailbox greeting.
* Employee can listen to their new greeting before they accept it.
* Employee accepts their new greeting.
* System has changed mailbox greeting.

1. **Play back message**

* An employee wants to play back a message.
* Employee inputs their password to first listen to their message.
* Employee listens to prompt at the end of a message.
* Employee presses input from prompt to play back a message.
* System plays back the message.

1. **Delete message**

* An employee wants to delete a message.
* Employee inputs their password to first listen to their message.
* Employee listens to prompt at the end of the message.
* Employee presses input from prompt to delete a message.
* System deletes the message.

# 4 CONFIGURATION and PRICING

### Bidder must itemize all charges for individually identifiable components of the proposed IP Communication system, including all associated installation, programming, and cabling. Bidder must include charges for all components required to connect all applications, all design charges, telco interface charges, and training charges.

**Initial Consultation 500.00 USD**

**Set-up Fee 5000.00 USD**

**Equipment Installation 10000.00 USD**

**Rental Fee (If Applicable) 80.00month USD**

Please note that the above pricing is based on an existing broadband internet connection and does not include hardware required to support the system.

Server storage space is also not included and could range from 50.00/per month USD to 100.00/per month USD depending on selected packages.

# 5 FINANCIAL REQUIREMENTS

## 5.1 Payment Options

## 5.2 Payment Schedule

### 5.2.2 Bidder must include payment schedules available with the proposed leasing options.

NASComm requires an initial start-up fee of 500.00 USD which is then subtracted from the lump sum. The lump sum can then be financed at an interest rate of 7.58 and rolled into the cost of the monthly rental fee payments. NASComm offers a .50 to .80 percent interest rate decrease when financing through NASComm.

Please note that all rates are subject to change contingent upon credit history of recipient.

# 6 TERMS AND CONDITIONS

**6.1 Interpretation and Additional Information**

**6.1.1 Interpretations, Corrections and/or Changes**

Any interpretation, correction, or change of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendors shall not rely upon such interpretations, corrections, or changes. Changes or corrections will be issued by the customer. Addenda will be issued as expeditiously as possible (if necessary by FAX, followed up by original documents). It is the responsibility of The Vendors to determine whether all addenda have been received.

**6.1.2 Addenda**

It will be the responsibility of all respondents to contact The Customer prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP.

**6.2 Omissions**

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

**6.3 Financing**

The Customer may desire to lease IP Phone/Voice Mail services. Vendors shall provide lease terms of 3, and 5 years at a minimum with the option for an outright purchase with maintenance options. Vendors will be required to provide a FCC SPIN with their proposal response. Vendors are encouraged to provide flexible and innovative lease arrangements for the terms listed above.

A Payment surety bond or certified check made payable to the Liberty Public Schools for 100% of the final contract price shall be required of the chosen Vendor at contract signing to protect the Vendor Company and the Board of Education. This bond shall be returned to Vendor at the completion of the entire project, after Customer sign-off and after all payment has been made to Provider.

**6.3.1 Payment Conditions**

Payment shall be made upon acceptance of the job by The Customer or as terms for lease periods described in 9.3 dictate. The Phone system will be deemed acceptable when The Vendor delivers to The Customer:

1. AllLatency issues are resolved and to be under 150 milliseconds round trip.
2. Calls from POTS and cellular phones can be received from inside and outside the District.
3. District staff can successfully make calls (local and/or long distance) within the District (4 digit dialing) and outside the District.
4. Necessary training to train District staff (Train-the-trainers and network administrators).
5. All configurations complete including v-lans, etc.

◊ Copies of warranties for electronic equipment will be provided to Customer prior to annual payment(s). Copies of annual maintenance contracts with Cisco Systems, Inc. will also be required prior to annual payments

## 6.4 Warranty

**6.4.1 System Performance**

Defects that might occur as the result of faulty materials or workmanship within the term of the agreement and accepted by The Customer shall be corrected by The Vendor at no additional cost to The Customer. The Vendor shall promptly, at no cost to The Customer, correct or re-perform (including modifications or additions as necessary) any non-conforming or defective work during the term of the agreement of the project of which the work is a part. The period of The Vendor’s warranty(ies) for any items herein are not exclusive remedies, and The Customer has recourse to any warranties of additional scope given by The Vendor to The Customer and all other remedies available at law or in equity. The Vendor’s warranties shall commence with acceptance of/or receipt of final payment. Whichever date occurs first.

If The Vendor procures a lease under the Contract, The Vendor shall obtain for the benefit of The Customer equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable. This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by The Customer or anyone other than employees or agents of The Vendor. The Vendor’s obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor’s option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

All materials, equipment, parts and labor shall be guaranteed for the entire length of the lease following the date of final acceptance by the Customer. The Vendor shall, upon notification of any malfunction, make the necessary repairs, including labor and materials, at no cost to the Customer.

All materials, equipment, parts and labor shall be guaranteed for the entire length of the lease following the date of final acceptance by the Customer. The Vendor shall, upon notification of any malfunction, make the necessary repairs, including labor and materials, at no cost to the Customer. Nonfunctioning equipment shall be replaced within a twenty-four hour period.

**6.5 Inspection, Acceptance, and Title**

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor unless loss or damage results from negligence by The Customer. If the services supplied to The Customer are found to be defective or do not conform to the specifications, The Customer reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor’s expense based upon the terms of the Contract.

The Customer shall at all times have access to the work wherever it is in preparation or progress and The Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until The Customer has inspected the work provided The Customer has informed The Vendor of inspections with reasonable advance notice. Should The Vendor close up the work prior to inspection by The Customer on work that The Customer has informed The Vendor in advance will be inspected; The Vendor shall uncover the work for inspection by The Customer at no cost to The Customer and then recover the work according to the specification contained herein.

The Vendor shall notify The Customer in writing at least five (5) working days in advance of when the work will be ready for inspection and The Customer shall promptly notify The Vendor if an inspection is desired. If The Customer does not notify The Vendor of a desire to inspect the work by the date the work is ready then The Vendor can cover the work. If subsequent to that date The Customer desires to inspect work The Customer shall pay all costs to uncover and recover said work. The Customer will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

**6.6 Price Quotations**

Price quotations for the lease are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Customer will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. Price quotations will also include the cost of continued maintenance fees for software upgrades of any electronic equipment that is part of the rfp.

In case of discrepancy in computed proposal prices, the lowest combined value of individual unit’s costs shall prevail.

**6.7 Price Stability**

Price(s) shall remain fixed from the RFP due date to the time a contract is executed between The Vendor and The Customer. No deviations in maintenance, labor cost, or any other increase in fixed or variable cost shall be justification to raise rates at a later date for services contemplated in the rfp lease beyond those prices agreed to by The Vendor and The Customer in the contract.

**6.8 Variation in Quantities and Configurations**

Equipment and capacity requirements are the best estimates currently available. The Customer reserves the right to modify quantity and configuration requirements prior to contract signing provided The Vendor agrees with the changes. The Vendor agrees to lease The Customer the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

**6.9 Project Manager**

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work.

**6.10 RFP Services Manager**

The Customer shall provide a RFP Services Manager who shall act as a single point of contact for all activities regarding this project. The RFP Services Manager will be responsible for all decisions required of The Customer and shall coordinate with all departments during installation activities. The RFP Services Manager shall notify The Customer Inspector when inspections are scheduled and shall coordinate the inspection between The Vendor and The Customer Inspector.

**6.11 The Vendor Qualifications**

**9.11.1 Experience**

The selected Vendor shall be fully capable and have previous experience in providing the services requested as well as at least 5 years experience with any specified networking equipment, specifically any and all electronic devices providing connectivity for network devices. To ensure the system has continued support, The Customer will contract only with Vendors having a successful history of sales, installation, service, and support. During the evaluation process, The Customer may, with full cooperation of The Vendors, visit The Vendors’ places of business, observe operations, and inspect records.

**9.11.2 References**

The Customer may with full cooperation of The Vendors, visit client installation to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall not be present during discussions with references. The Vendor must provide a minimum of three (3) reference accounts at which similar work have been completed by The Vendor within the last five years.

**6.12 Prime Vendor**

In the event multiple Vendors submit a joint response to this RFP, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performance of overall project administration and serving as a focal point for The Customer to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at The Customer meetings, and oversee preparation of reports and presentations. The Customer shall issue only one (1) check for each consolidated invoice. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor’s portion of the contract.

**6.13 Equal Employment Opportunity**

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or marital status. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, national origin or marital status.

**6.14 Prevailing Wage Rate and Labor Agreement**

Successful Proposer must be in compliance with all State and Federal wage rates. See attached sheet if necessary.

**6.15 Compliance with Laws and Regulations**

The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to The Customer all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney’s fees and other defense costs and expenses in connection therewith. Final payment will be withheld until all applicable laws and regulations have been fully met.

**9.15.1 Federal Communications Commission**

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

**6.15.2 Codes, Standards, and Ordinances**

All work shall conform to the latest year edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

**6.16 Safety**

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning “OSHA” and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs and expenses (including attorney’s fees and court costs) which may be imposed on The Customer because of The Vendor, subcontractor, or supplier’s failure to comply with the regulations stated herein.

**6.17 Patents and Royalties**

The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**6.18 Indemnification**

The Vendor shall indemnify and hold harmless The Customer, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The Customer, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer’s option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

**6.19 Liability and Insurance**

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

**6.16.1 Insurance Coverage**

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Workman’s Compensations and Employer’s Liability Insurance as will assure to The Customer the protection contained in the foregoing indemnification provision undertaken by The Vendor.

**6.16.2 General Liability**

The Vendor will have General Liability Insurance as shall protect The Customer, The Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than One Million Dollars ($1,000,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than Two Million Dollars ($2,000,000.00) for damages on account of all occurrences.

**6.16.3 Product Liability**

The Vendor will have Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than One Million Dollars ($1,000,000.00) per person; One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate.

**6.164 Auto Liability**

The Vendor will have Auto Liability Insurance with bodily injury limits of not less than One Million Dollars ($1,000,000.00) per occurrence and property damage limits of not less than One Million Dollars ($1,000,000.00).

**6.16.5 Workman’s Compensation & Employer’s Liability**

The Vendor will have Worker’s Compensation and Employer’s Liability Insurance.

**6.16.6 Claims**

In any and all claims against The Customer or any of their agents or employees by any employee of The Vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 2.23 shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit acts.

## 6.10 Terms and Conditions for Maintenance/Repair

* Vendor is responsible for all electronic equipment maintenance.
* Vendor personnel shall respond by phone to begin problem resolution within one hour of initial call by Customer during Normal Business Days and four (4) hours otherwise.
* "Business Days" are defined as Monday through Friday 7:00 AM - 4:30 PM, excepting generally accepted holidays (to be fully defined during contract negotiations). Otherwise, if a number of hours are listed, it means 24 hours per day, seven days per week, excepting only major holidays (to be fully defined during contract negotiations).
* In all cases, Vendor will notify Customer immediately upon repair and resolution.
* Vendor agrees to keep records of all communications with Customer.
* Service includes parts and labor (on-site if needed) for the full-term of the agreement.
* Provider shall carry insurance on behalf of Customer when its employees are on Customer’s property or providing services to Customer (liability as well as property insurance).
* A problem escalation procedure will be developed between the Customer and Vendor.

**6.21 Proposal Preparation and Submission Requirements**

Vendors must submit a complete response to this RFP in order to be considered. One original and two copies of each proposal shall be submitted to the Customer no later than November 5th, 2003.

**6.21.1 Proposal Preparation**

**6.21.1.1** All proposals must be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to submit all information requested may result in the exclusion of the submitted proposal from consideration, a lower score in the evaluation of the proposal, or the reviewing parties requesting the missing information.

**6.21.1.2** Submitted proposals should be written in a concise simple manner, providing a straightforward solution to the RFP. Respondents should focus upon providing the most cost effective yet technologically sound solution to the Customer.

**6.21.1.3** All submitted data, information prepared for the Customer in response to this RFP will exclusively belong to the Customer. The information will be open to public inspection as required by law. Any trade secrets or proprietary information will not be disclosed to the public; however, such information should be brought to the attention of the Customer with adequate reason for such withholding.

**6.21.2 Oral Presentation**

Respondents to the RFP may be required to give an oral presentation of their proposal to the Customer. The purpose of the oral presentation will be for the Vendor to elaborate on their proposal and to provide clarity for members of the Liberty Public School District. No negotiation will take place at this presentation. The time and date of the presentation, if required, will be announced. Oral presentations are solely an option for the Customer and may or may not be conducted.

**6.21.3 Specific Requirements**

Vendors should provide a thorough and as detailed proposal as possible such that the Customer will have the proper information by which to evaluate responses. Specifically, Vendors are required to submit the following information as a complete proposal: The documents should be prepared, labeled and arranged as follows:

1. Title Page

II. Cover Letter

III. RFP overview

IV. Vendor Qualifications

1. Formal Vendor response to Request for Proposal
2. Budget and Fees
3. Terms and Conditions
4. Attachments

**6.22 Evaluation and Award of Responses**

The Customer may at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

**6.22.1 Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof. In addition, The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor could propose.

**6.22.2 Evaluation Criteria**

The criteria for selection of The Vendor will entail several specific considerations. The customer reserves the right at any time to request documentation or additional information/clarification on any of the following but not limited to: Vendor qualifications; Vendor understanding of the project scope of work and overall goal; Vendor compliance with specifications detailed in RFP; Vendors demonstrated ability to perform.

**6.22.3 Award of Project**

The award of the project will be based upon the criteria noted in section 9.22.2 as well as any oral presentations should they occur. The Customer will select and award the project to the vendor felt best meeting the evaluation criteria.

The Customer reserves the right to cancel this RFP, reject submitted proposals or portions of proposals at any time prior to the awarding of the project. The Customer is not required to provide a statement of reason as to why any proposal is deemed as not being most advantageous to the goals of the Customer. The Customer is not obligated to commit to any products or services as a result of the publication of this document. All proposed solutions will be presented to the Customer for final approval.

**6.23 Special Conditions**

The Vendor will be required to work around all of the general contractors operations along with any subcontractor operations. The Vendor will be required to accommodate classroom schedules to minimize disruption to classroom instruction.

**6.24 Cancellation**

In the event provisions of the RFP are violated by The Vendor, The Customer may give written notice to The Vendor stating the deficiencies and unless deficiencies are corrected within five (5) working days, recommendations will be made to The Customer for immediate cancellation. The Customer reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

**6.25 Advertising**

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of The Customer.

6.26 Breach of Provisions

In the event Vendor breaches any of the provisions of this RFP or any contract resulting from this RFP, Vendor shall pay all of the Customer's costs of enforcement or remedy, including a reasonable attorney fee.

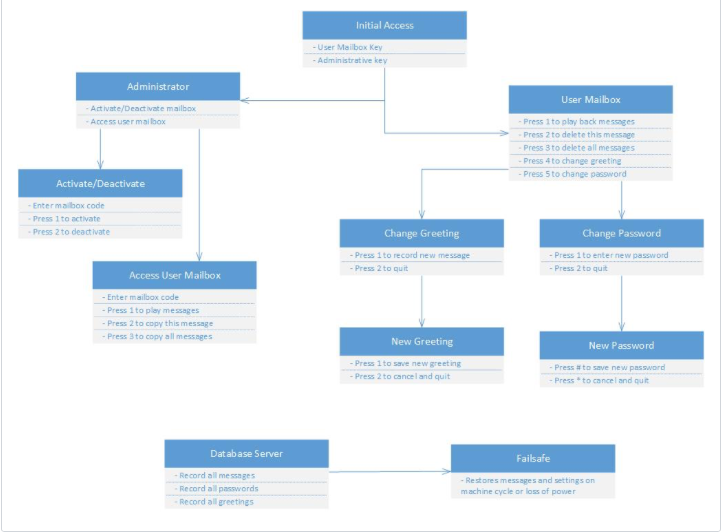
**APPENDIX**

A.HOSTING OPTIONS/INFORMATION

* How often do you backup? Real Time
* How ofetn do you have downtime? Never
* How often do you upgrade software/hardware? As needed
* Please describe your technical support. 24 hours fee based.
* Please describe your security. 24 hours fee based.
* Do you have a high speed, direct connection to internet? yes
* Please describe your methodology and service level agreements.
* Pricing, terms and conditions.

\*\*Refer to sections 1-6

B. UML DIAGRAM



C. ORGANIZATIONAL CHART