



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

**SUPPORT SERVICES FOR NORTEL SL-100,
NORTEL CALLPILOT AND RELATED EQUIPMENT**
University of Maine

RFP # 28 - 10

ISSUE DATE:
May 13, 2010

PROPOSALS MUST BE RECEIVED BY:
Friday, June 4, 2010

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals for the support and maintenance of the Nortel SL-100 switch, Nortel CallPilot System and related telephone equipment and services at the University of Maine, Orono, Maine.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: Under its present contract the University has a vendor supplied, full-time SL-100 Switch Technician. For the purposes of this RFP, bidders are requested to respond with three different support options: 1) for a vendor supplied full-time SL-100 Switch Technician, 2) a vendor supplied part-time SL-100 Switch Technician, and 3) maintenance services upon request.
- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to: experience of the bidder with support and maintenance agreements of this type; demonstrated ability of the bidder to meet specifications; responsiveness to the terms and conditions; vendor stability; cost.
- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be

awarded to that bidder without further action.

- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for sixty (60) days from the due date of the proposal.
- 1.13 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #28-10

- 1.14 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Friday, June 4, 2010**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen

circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP # 28-10

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 1.15 Proposal Preparation: Before submitting a proposal, the bidder shall visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties and restrictions, thoroughly examine and be familiar with the specifications included in the proposal. The site will be available for inspection by appointment.
- 1.16 Joint Procurement: While each campus reserves the right to contract for services individually, the University is seeking a solution that will unify services and rates available at all University locations, if possible.

END SECTION ONE

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The Contract term shall be for a period of one (1) year commencing July 1, 2010. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within sixty (60) days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving ninety (90) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the University of Maine's Information Technologies, Telecommunications Manager.
- 2.9 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

- 2.10 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.12 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.13 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

Further information regarding this policy is available from The University of Maine's Director of Equal Opportunity, (207) 581-1226

- 2.14 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.15 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

3. Workers Compensation

Required for all personnel
(In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.16 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.17 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

END SECTION TWO

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Contract Administration: The University of Maine's Information Technologies, Telecommunications Manager or his designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.3 Payments: Payment will be upon submittal of an invoice to the Telecommunications Department by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.
- The University is using several, preferred methods of payment: PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 3.4 Contractor will provide technical support and escalation support for the continued operation of the Nortel SL-100 switch, Nortel CallPilot System, and related components.
- 3.5 Contractor will repair and/or replace the SL-100 switch and related components. This would include, but not be limited to all SL-100 System and peripheral module components, circuit card assemblies, power supplies, cabinets, system cabling and infrastructure, Nortel CallPilot, and Nortel VOIP components.
- 3.6 Contractor will repair and/or replace all phones – M2616, M2008D, M2008HF, M3904, I2004 phone sets, ATA's and MCA's.
- 3.7 Contractor will provide sales, engineering and installation support for new or existing products and software.
- 3.8 Contractor will be an active member of the SL-100 Users Group, Insight and provide the University with periodic updates on new or emerging technologies.
- 3.9 For Contractor provided on-site technician:
- 3.9.1 A full-time on-site technician will work the normal University hours, 8:00 a.m. to 4:30 p.m. Monday through Friday. Arrangements for a part-time on-site technician are negotiable and would involve a scheduled daily presence on-site as well as trips to the site as required by maintenance tasks and alarms.
- 3.9.2 The University has a staff member who does Servord entry for moves, adds, and changes as well as voice mail programming. However, the Contractor's on-site technician will do Servord, CallPilot administration, translations, data fill and other daily switch operations as required.

END SECTION THREE

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile:

4.1.1 **No financial statements are required to be submitted with your proposals,** however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

4.2 Experience and Qualifications: Provide a complete, concise description of your business organization to include:

4.2.1 Identification of entities participating in the proposed project (i.e. principals of firm involved in project completion, any sub-contractor(s), etc.).

4.2.2 The name, address, telephone number, names(s) or Principal(s) assigned to negotiate for the bidder and the individual who will manage the project.

4.2.3 If the bidder is a corporation, limited liability company, partnership, or limited partnership, include the names of the principals, officers, and directors, members and managers, partners or general partners, including a brief description of the participation of each.

4.2.4 If the bidder is a subsidiary or affiliate, or parent, the same information shall be given for the parent affiliate or subsidiary.

4.2.5 Resumes of key responsible individuals; including technical training and education, general experience, specific experience with services requested, qualifications, and abilities to perform the services being requested.

4.2.6 A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past two years **on projects with a similar scope to this one**. Include the following information: company name; contact person; telephone number; fax number; address.

4.3 Specifications and Costs:

4.3.1 Describe all costs related to providing technical support and escalation support for the continued operation of the SL-100, CallPilot System, and related components.

4.3.2 Describe the level of support we could expect from your company and the escalation procedures. Include the names and locations of the organizations that support issues would be escalated to.

- 4.3.3 Would the on-site technician (whether full-time, part-time, or on-site as needed) have access to the escalation group for problem solving or would all communications be done through your advanced support group?
- 4.3.4 Describe component coverage provided and any costs relating to repair and/or replacement of SL-100 switch, CallPilot, and related components.
- 4.3.5 Describe all costs relating to repair and/or replacement of phones – M2616, M2008D, M2008HF, M3904, I2004 phone sets, ATA's and MCA's.
- 4.3.6 Describe your return and replacement policy including warranty on replaced sets. Outline a typical return and replacement: who would do that?
- 4.3.7 Describe any reports that would be included with this plan. Traffic studies, capacity reports or other management information and the frequency of each. Can additional reports be generated and at what cost to the University?
- 4.3.8 Detail what disaster recovery would be available from your company and Nortel. Please outline how the University might recover from a major switch room fire or flood. Explain the roles of all parties involved.
- 4.3.9 Describe your on-call policy and after hours call out procedures. Describe your on-call escalation procedures.
- 4.3.10 Describe your company's level of expertise and experience with the Nortel SL-100, Nortel CallPilot, and Nortel Gatekeeper (Centrex IP) VOIP.
- 4.4 Specifications and Costs: If an on-site technician is to be provided:
 - 4.4.1 What would be the minimum level of training on the SL-100 and CallPilot that we could expect?
 - 4.4.2 What continuing education courses would be provided to the on-site technician for the SL-100?
 - 4.4.3 Would tools, test equipment, computers and a vehicle be provided as part of the agreement for the on-site technician?
 - 4.4.4 Describe a procedure to deal with an on-site technician who does not meet the University's knowledge and/or performance expectations, up to and including replacement of the employee.
 - 4.4.5 How would coverage be supplied for sick, vacation, training or personal days for the on-site technician? How would on-call coverage be provided?
- 4.5 Describe maximum response time for full-time, part-time, or as needed technicians to arrive on premises in response to system alarms during normal business hours (if applicable) and after hours.
- 4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 3.3)

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)