REQUEST FOR PROPOSALS (RFP)

FOR A NEXT GENERATION IP-BASED VOICE

COMMUNICATIONS SYSTEM

MAX Macatawa Area Express

Macatawa Area Express (MAX)
Transportation Authority
Padnos Transportation Center
171 Lincoln Ave. Ste 20
Holland, MI 49423

**Release Date:
Monday, Nov. 7, 2011**

**Deadline for Sealed Proposals:
Wed., Nov. 16, 2011 – 4 p.m. Local Time**

**Project Manager
Contact Information:
Sherri Cadeaux – s.cadeaux@catchamax.org**

No phone calls will be accepted. Vendors may submit their questions or clarifications about this RFP via email to the Project Manager by the specified date to receive responses.

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1   REQUEST FOR PROPOSAL

1.1   RFP Overview

This Request for Proposal (RFP) specifies the Macatawa Area Express Transportation Authority's (herein referred to as MAX or the MAX Authority) requirements for a native IP-based voice communications system. The proposed IP communications system must be able to support MAX's centralized call center, and all required call processing, voice messaging, management and administrative features of this RFP. In addition, the proposed IP communication system must be capable of meeting anticipated growth without major system cost, disruption or restructuring (i.e. forklift upgrade) and must be easily transferrable to a new facility. Since this RFP calls for a converged system, it is expected that vendors will propose an intelligent network infrastructure to meet these capabilities.

This RFP is intended to provide a standard base from which to evaluate alternatives for communications systems and to allow the vendor flexibility in proposing the most appropriate and cost-effective system. The acceptance of a proposal does not obligate MAX to purchase any specific system or brand from any vendor. MAX reserves the right to reject any or all proposals, rebid the project, or delay or abandon the project. All costs associated with the preparation of a proposal are the responsibility of the bidder. After receipt of the proposal and prior to signing a contract, MAX reserves the right to modify its system requirements by adding or deleting specific equipment or optional features.

MAX is looking for a converged IP voice/ solution, and bidders should use their knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed the requirements specified in this RFP.

Proposals will be evaluated on the following criteria. At our discretion, failure in any one category could mean elimination from bidding.

Key System Requirements

- **IP-based Voice capabilities and Intelligent Network Infrastructure:** Integration of voice applications with a converged Internet Protocol (IP) solution. Ability to provide highly reliable and available switching systems, a wide variety of interfaces to the PSTN and legacy TDM equipment, and **choice of analog and/or IP phones** for endpoints including users, modems, fax machines, conference rooms, etc.

- **Reliability:** Vendor's system must not have a single point of failure; allow outbound and inbound calls if the data network is down and better than five-9's reliability. Emergency back-up system is required to ensure incoming and outgoing calls. Vendor must supply phone sets with inline power (not local wall outlet) for power fail dial tone availability. Phones in remote locations must maintain all features in the event of WAN outage.

- **Voice Quality:** Must be toll quality voice. Latency must not exceed 35 milliseconds in one direction. QOS must not require infrastructure upgrades. QOS should be provided in a simple manner, i.e. a single UDP port rather than requiring network upgrades and separate VLAN's for voice and data.

- **Vendor Experience and Vision:** Evaluation of the vendor's experience in building intelligent network infrastructures and implementing Internet technologies.

- **Vendor support for Open System Standards:** The vendor should be committed to supporting open system industry standards, such as G.729, 802.1p and 802.1q, MGCP,

RTP, TAPI, JTAPI, etc. IP handsets must use a standard signaling protocol (i.e. MGCP). All features must available on analog sets. System must support and be certifiable with any switch or router from any vendor.

- **Voice Messaging:** Scalable, cost-effective voice messaging solution that supports both industry telephone and desktop access and unified messaging with standard desktop email solutions, including Microsoft Outlook and multi-system voice mail networking.

- **System Administration:** Single point of management from any point on the network for all components including the PBX, voicemail, auto attendant, ACD and unified messaging system. Maximum flexibility for rapid, efficient, and cost-effective configuration changes to user profiles and IP telephone equipment through a standard browser-based interface.

- **Vendor Support/Service Capabilities:** Remote serviceability, technical support of the entire PBX system and applications and 24/7 technical support.

- **Scalability & Portability:** Modular, cost-effective growth in both phones and applications over the next five years. Fork-lift upgrade scenarios will not be acceptable. System must be easily portable or transferrable to MAX's planned new operations facility.

- **Simplicity of Installation**: Ease of installation and configuration will be important. Vendor should provide system project management tool for implementation planning.

- **Training and Usage**: System must be easy to learn, use and administer and in house training must be provided for primary users of the system, including administrators.

1.2   Customer Contacts and Contract Requirements

All questions or clarifications must be directed to the project manager listed on title page. Any contact or attempt to contact any other employees not specified in this RFP will result in the immediate disqualification of the vendor.

Requests for clarifications must be e-mailed by the specified date in this RFP, and responses will be emailed to all bidders that provide a valid email to the designated project manager.

1.3   Schedule of Events

Event	Date
Request for Proposal Issued	11/7/2011
Deadline for Questions/clarifications emailed to Project Manager noted on first page of RFP	11/11/2011
Responses to Questions	11/14/2011
Deadline for Sealed Proposals	11/16/2011
Top 3 finalists invited for presentations	11/18/2011
Presentations by vendor finalists	Week of Nov. 21
Purchasing Decision	11/28/2011
Proposal Acceptance/Notice to Proceed/Contract Signed	11/29/2011
System Delivery Deadline*	12/28/2011
Target System Cut Over Deadline	12/28/2011

*Installation of system configuration will be coordinated with the selected vendor at the discretion of MAX.

1.4   Proposal Response Format

This RFP has been made available in PDF format on MAX's website (www.catchamax.org). Bidders may also request that the RFP be emailed to them as a PDF file. A single printed copy of the RFP also is available for review at MAX's offices at the Padnos Transportation Center, 171 Lincoln Ave. Ste #20, Holland MI 49423. MAX will not mail or make available printed copies of this RFP to vendors. Vendors unable to access the web or accept emails to obtain the RFP are considered unqualified for this project.

Bidders must submit three (3) copies of their proposals in printed format. Proposals consist of complete and detailed responses to the requested information in the RFP document, as well as the required FTA forms that must be signed and dated. One copy must be labeled "Original" and the two other proposals must be marked "Copy." **Proposals must arrive in a sealed envelope that is clearly marked "VoIP Proposal" and received by the specified deadline of 4 p.m. (local time) Wednesday, November 16, 2011. Late proposals will be rejected and unopened.**

Proposals will be opened at the deadline, and the bidder's name only will be read aloud and witnessed by a MAX representative at the Padnos Transportarion Center, 171 Lincoln Ave., Ste #20, Holland MI 49423. Bidders may be present for the opening of the proposals.

All responses should be stated in the body of this document following the specific questions. In addition, please place additional information in the Appendix. Please note that any modifications to the questions in this RFP by the bidder will result in immediate rejection of that proposal. Bidders that fail to respond to any question may have their proposals rejected as non-responsive.

1.7   Vendor Questionnaire

Bidding Company Name	
Physical Street Address	
Sales Representative Name	
Telephone Number	
e-mail address	
Technical Advisor	
Telephone Number	
e-mail address	

1.7.1   Who manufactures the proposed system?
Response:

1.7.2   Does your firm install the product or use contractors?
Response:

1.7.3   Does your firm service the product or use contractors for repairs?
Response:

1.7.4   Does your firm provide a 24/7 support call-in center for problems?
Response:

1.7.5   Does the bidder provide on-site assistance if it is required? If so, what is the on-site arrival response time?
Response:

1.7.6 The vendor must submit five reference customers. Reference information must include; company name, contact, telephone number, and approximate size of system installed.

Response:

Reference #1

Reference #2

Reference #3

Reference #4

Reference #5

1.8   Overview of MAX and Current Environment:

MAX is a small urban public transit system that serves the greater Holland/Zeeland, Mich., area. Operations and personnel are growing to support a sharp increase in ridership. MAX currently has 2 locations in Holland, Mich., that are approximately 2 miles apart. The administrative office at the Padnos Center currently has 25 users, and its operations facility/bus garage at 433 E. 24th Street has nine (9) users. These locations are connected via private fiber provided by the City of Holland. Currently, MAX uses the phone system provided by the City. MAX will be installing a PRI at the Padnos Center and continue to use the private fiber to connect the 2 locations. MAX wishes to install its own phone system independent from the City of Holland to support its call center. *NOTE: MAX will be relocating its operations/bus facility to a new facility that will be constructed in 2012 and, therefore, system portability is a requirement.* There are currently IP phones in place and Cat5 wiring to the desktop.

1.8.1   Locations and Users

This section describes the current technology environment including the name and number of locations and the number of users at each.

Site	Address	IP Users	Analog Users	Other ports i.e. fax, lobby, etc.	# of Vmail users
1	**The DEPOT** 171 Lincoln Ave. Suite 20, Holland, MI 49423	25	2	1 lobby phone 1 fax/BizHub phone	25
2	**Bus Garage** 433 E. 24th Street, Holland, MI 49423	8	1	1 fax	8

1.8.2 Trunking

This section describes the current trunking environment including the types and number of trunks at each location.

Location	Type of Trunk	# of Trunks (and Channels)
There will be a PRI installed and utilized by both locations	ISDN PRI	23

1.9 Requirements for the Macatawa Area Express Transportation Authority's IP Communications System

MAX seeks a solution that integrates its communications system with a Voice over Internet Protocol (VoIP) integrated voice and data system. All existing telephones should be replaced with either equivalent new analog or IP phones that support basic telephony features. An employee should be able to log in anywhere on the network and automatically receive calls without administrative intervention. _On-Hold messaging and call recording are capabilities that will be required by MAX. Call recording must have a 3 minute minimum._

MAX also requires voice mail for all users and unified messaging for approximately 35 current office personnel at two locations, but the system must be expandable to up to 60 users within five years.

Each location should be able to access all the features and functionality available at the main site. System directories, class of service for telephony capabilities, trunk group access, should apply to all locations.

2 EXECUTIVE OVERVIEW

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

2.1 Proposed System

2.1.1 _Provide a brief description of the proposed system. Include diagrams if desired._
Response:

2.1.2 _What are the model names and version numbers of all relevant components of the proposed system?_
Response:

2.2   System Architecture

2.2.1   Provide a brief description and discussion of your system architecture. Describe your philosophy on open architecture and your ability to support other vendors' equipment.

Response:

2.2.2   Provide a diagram of the system architecture.

Response:

2.2.3   Describe how the system integrates with voice services with the converged Internet Protocol network including the use of standards and the support for analog and IP endpoints for users, modems, fax machines, etc.

Response:

2.2.4   Describe the reliability for voice services, including maintaining dial tone during WAN outages, failure of the systems Windows based servers, and power outages.

Response:

2.2.5   Describe the vendor's experience in building and delivering voice over IP solutions.

Response:

2.2.6   Describe the systems support for open standards including support for open standards for integration with existing voice equipment.

Response:

2.2.7   Describe the architecture of the proposed voice mail solution including how voice mail is accessed by users from their extension, remotely, and from their desktop computer.

Response:

2.2.8   Describe the maintenance and administration for all sites of the system.

Response:

2.2.9   What remote service capabilities are supported by the system and how are they used to provide technical support by the vendor.

Response:

*2.2.10   Explain how the system will scale to up to 20% additional user capacity and how
additional sites are added to the system.*

Response:

*2.2.11   Describe the installation process and provide references on the relative ease or
difficulty of the installation process.*

Response:

*2.2.12   Explain the network requirements for supporting the proposed system to deliver high
quality voice to both local and remote sites.*

Response:

*2.2.13   Describe the required or recommended training for system administrators and end
users for the system including time and costs.*

Response:

3   IP COMMUNICATIONS SYSTEM SOFTWARE AND HARDWARE

3.1   System Software

3.1.1   Which software package is being proposed? Please provide the release and version?

Response:

*3.1.2   Describe all the system software components for call process and identify the platforms
where they are hosted in the proposed architecture.*

Response:

*3.1.3   Identify how the proposed software maintains call processing services to the users at
all sites during server or WAN failures.*

Response:

3.2   Hardware Configuration

3.2.1   What hardware is being proposed? Please provide the model name and number.

Response:

3.2.2   Describe the IP call processing hardware platform in detail. Is it based on industry standard hardware, or is it proprietary?

Response:

3.2.3   What is the maximum user capacity of the proposed IP communications system? Provide a description of how scalability is achieved.

Response:

3.2.4   What is the maximum number of simultaneous conversations supported by the proposed system? Is the system non-blocking for voice calls?

Response:

3.3   Network Infrastructure Requirements

3.3.1   Describe requirements to the data network to support the system including necessary infrastructure features and capabilities.

Response:

3.3.1.1 What capabilities are required inside the LAN?

Response:

3.3.1.2 What capabilities are required across the WAN?

Response:

3.3.2   How does your proposed intelligent network infrastructure support end-to-end QoS? In a converged network supporting voice and data, how are QoS issues resolved?

Response:

3.3.3   Explain how you can provide easy addressing of the IP phones without having to change the addressing scheme of the existing IP data network?

Response:

3.3.4   Explain how IP phones that are installed on the IP network are identified and added to the system?

Response:

3.3.5   Can IP phones share existing Ethernet ports with data devices, or do the IP phones require additional Ethernet ports be added by the customer to support voice?

Response:

3.4   PSTN and Legacy Integration Interfaces

3.4.1   Identify all types of PSTN interfaces or trunks supported by the system.

Response

3.4.2   If PRI is supported, identify supported protocols and PRI services such as ANI, DNIS, Caller ID Name and Number.

Response

3.4.3   Identify all supported interfaces for integration with existing or legacy telephone equipment such as PBX's, key systems, fax servers, etc.

Response

3.5   Proposed System Cabling

3.5.1   Describe the system cabling including the number of wire pairs or network connections required to support the specific hardware configuration, telephones, PSTN interfaces, and connections to legacy equipment.

Response:

3.6   Station hardware

3.6.1   Does the system support the following types of user equipment?

Equipment	YES	NO	OPTIONAL
Analog Telephones			
IP Telephones			
Proprietary Digital Phones			
Modems			
Fax Machines			

3.6.2   Provide a description of each analog telephone provided with the proposed system

Response:

        3.6.2.1 Please specify the power requirements for each analog telephone and if they require local or closet power. In the event of power failure, is the telephone disabled or are support services such as LCD/LED devices disabled?

Response:

        3.6.2.2 Are headsets available for any analog telephones?

Response:

        3.6.2.3 Does your analog station equipment provide the following features?

FEATURE	YES	NO	OPTIONAL
Audio Volume Adjust			
Call Forward Busy			
Call Forward No Answer			
Call Forward All Calls			
Call Hold / Release			
Call Park / Pickup			
Call Transfer			
Call Waiting			
Calling Line ID Name and Number			
Make / Drop Conference			
Last Number Redial			
Multiple Calls Per Line Appearance			
Call Waiting Caller ID Name and Number			
Prime Line Select			
Privacy			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Phones			
Single Button Retrieve			
Speakerphone Mute			
Speed Dial (Auto-Dial)			
Messaging on Recording / Music			

        3.6.2.4 What per-user configuration is required for each analog phone deployed or re-deployed in the system?

Response:

3.6.3   Provide a description of each IP telephone available with the proposed system

Response:

    3.6.4   Please describe in detail your on-hold messaging and recording options?

Response:

    3.6.5   MAX must have on-hold messaging support for 3 minutes or longer. Can your proposed solution support this request?

Response:

    3.6.6   Do you use a 3rd party vendor for messaging on hold? If so, please describe the relationship, level of support, and details supporting your messaging on hold solution?

Response:

    3.6.7   Can your proposed messaging system support a variety of audio files? (wav.MP3, etc.), please describe?

Response:

    3.6.7.1 Please specify the power requirements for each IP telephone and if they require local or closet power. In the event of power failures is the telephone disabled or are support services such as LCD/LED devices disabled?

Response:

    3.6.7.2 Will headsets for "hands free" operation be available and included for up to 10 call center IP telephones and included in the cost of equipment in this proposal?

Response:

    3.6.7.3 Does your IP station equipment provide the following features?

FEATURE	YES	NO	OPTIONAL
Audio Volume Adjust			
Call Forward Busy			
Call Forward No Answer			
Call Forward All Calls			
Call Hold / Release			
Call Park / Pickup			
Call Transfer			

Call Waiting			
Calling Line ID Name and Number			
Make / Drop Conference			
Last Number Redial			
Multiple Calls Per Line Appearance			
Call Waiting Caller ID Name and Number			
Prime Line Select			
Privacy			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Phones			
Single Button Retrieve			
Speakerphone Mute			
Speed Dial (Auto-Dial)			

3.6.7.4 What per-user configuration is required for each IP phone deployed or re-deployed in the system?

Response:

3.6.8   *Can telephones from third parties also be used with the proposed system? State the types and brands by model number of third party telephones supported and recommended sources.*

Response:

3.6.9   *Does your system have features that accommodate end users who may have hearing or visual disabilities? (Please describe)*

Response:

3.7   System Reliability

3.7.1   *How does the system provide reliability for voice services? Explain how it avoids any single point of failure.*

Response:

3.7.2   *Explain how the system reacts when the routers and hubs fail. Can reliable dial tone and call routing be achieved without purchasing redundant network hardware? MAX must have a back-up solution (i.e. analog line) in place so the end user can reach the main number at all times. Please provide details about your back up solution and the necessary components required.*

Response:

3.8   System/Station/User 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
Answer/Answer Release			
Attendant or Operator Console			
Audio Volume Adjust			
Automatic Attendant			
Auto Echo Cancellation			
Automated Call-by-call Bandwidth Selection			
Automated Phone Installation Configuration			
Automatic Phone Moves			
Admission Control On WAN Usage			
Call forwarding (Off Premise)			
Call forwarding (Ring and/or No Answer)			
Call forwarding (Self Directed)			
Call Hold / Release			
Call Park / Pickup			
Call Transfer			
Call Waiting			
Calling Line ID Name and Number			
Call waiting Caller ID Name and Number			
Conference Calling			
Dial by Name Directory			
Direct Inward Dialing			
Direct Outward Dialing (DOD)			
Distinctive Ringing (internal vs. external call)			
Distinctive Station Ringing Pitch			
Extension Dialing Between Locations			
IP-based Integrated Messaging			
Last Number Redial			
Lowest Cost Trunk Selection			
Multi-Station Hunt Groups Spanning Locations			
Multiple Calls Per Line Appearance			
Multiple Line Appearances			
PRI Protocol Support			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Phones			
Speakerphone Mute			
Speed Dial (Auto-Dial)			
Station Monitoring or Busy Lamp Field Across all Locations			
TAPI 2.1			
Temporary Set Re-Assignment for Traveling Workers			
Toll and Nuisance Number (900,976,970,550,540 exchanges) Restriction			
Tone On Hold			

Visual Message Displays (All digital telephones) (name, extension, etc.)			

3.9 Desktop Call Management

3.9.1 Describe the system's desktop call manager and the call control features supported from the user's desktop computer.

Response:

3.9.2 Does the desktop call manager application provide directory dialing across all locations in the system?

Response:

3.9.3 Does the desktop call manager provide caller history or call log to archive the user's telephone use?

Response:

3.9.4 Does the desktop call manager provide call routing information for delivered calls identify how the caller reached the users though the proposed system?

Response:

3.9.5 Does the desktop call manager provide searching and dialing of the users configure contacts from standard desktop personal information managers such as Mircosoft Outlook?

Response:

3.9.6 Does the desktop call manager provide name match and display when received caller ID information matches information in the user's personal information manger?

Response:

3.9.6.1 Are the matched names also displayed on the user's telephone?

Response:

3.9.7 Does the desktop call manager provide speed dialing of the user's configured frequently called numbers?

Response:

3.9.7.1 Are the configured speed dial entries also available on the user's telephone?

Response:

3.10   911 Services

3.10.1   If emergency-911 municipal services are mandated for commercial systems, is your proposed system in compliance today? What is the longest identifiable distance?

Response:

3.11   System Administration

3.11.1   Describe the system administration tool(s) available to provide integrated administration of the system across all locations.

Response:

3.11.2   Is the system administration application accessible from any workstation on the LAN /WAN?

Response:

3.11.3   Is the system administration application accessed through a standard web browser?

Response:

3.11.4   Can moves and changes be "batched", that is, can block copy changes that can be made to a number of subscribers or class of service simultaneously?

Response:

3.11.5   Can administration of multiple remote sites be done through a centralized workstation? Is there any limit to how many workstations are supported?

Response:

3.11.6   How is security provided to prevent unauthorized access to the administration application? Can some administrative users be defined with "view-only" permissions?

Response:

3.11.7   Is there a limit to the number of administrators that can be logged on to the system at one time?

Response:

3.11.8   Does the administrative application have on-line help? If yes, describe.

Response:

3.11.9   Are there any limitations or features that CAN NOT be accessed through the system administrator portal? (i.e. features that would require a service call) Please describe.

Response:

3.12   System Maintenance and Upgrades

3.12.1   Explain the back-up procedures for the system configuration and information about how the administrator would reload the data if needed to restore a previous configuration?

Response:

3.12.2   How are customers provided future software releases? How are software upgrades performed and how often?

Response:

3.12.3   Indicate whether customer support and technical troubleshooting is directly provided, or provided through a channel partner. If support is provided through a channel partner, explain how they obtain training and expertise.

Response:

3.12.4   Please list length of warranty and post warranty cost for move and or change support.

Response:

3.12.5   Please provide software maintenance fees for your proposed solution over the next 60 months.

Response:

3.12.6   When system or station software updates are performed, must the system be shut down, or can these types of activities take place in an on-line environment?

Response:

3.12.7 During a system upgrade, explain how each component of the system is upgraded including estimate total time for upgrade for the proposed system and the estimated time each service or component is off-line.

Response:

3.13   System Monitoring and Diagnostics

3.13.1 Describe the diagnostic tools available for monitoring and maintaining the system's performance.

Response:

3.13.2 Does the system support and integrate into a Windows environment?

Response:

3.13.3 What remote diagnostics are available? Can administrators see and access any alarms or alerts on the system from remote terminals?

Response:

3.13.4 Can the system be configured to notify the administrator of diagnostic events when they are remote or away from the system?

Response:

3.13.5 For each of the following system monitoring items listed below, respond with a "Yes" if the proposed IP PBX monitoring features can support the feature. If the answer is "Partly Yes", then define exactly what is supported and what is not supported, and when you expect the IP PBX to be able to support this feature. If the answer is "No", then state when you expect the IP PBX to be able to support this feature.

Feature	YES	NO	Availability Date
Status of all trunking			
Status of all call routing components			
Integrated status of all locations			
Status of individual stations (IP / Analog)			
Call usage reporting			
WAN usage reporting			
IP quality statistics reporting			
Diagnostic events listing or reporting			
Real-time traffic status			
Status of all gateway ports			
Load testing (BHCA, MPS, TPS)			
Recovery Testing (network / power fail)			

4 VOICE MAIL AND UNIFIED MESSAGING SYSTEM SPECIFICATIONS

4.1 Voice Messaging System Description

4.1.1 Describe in detail your voice messaging product offering. Include an overview of the hardware, software, architecture, and components of the equipment proposed.

Response:

4.2 Voice Mail System Specifications

4.2.1 How many users are supported by the proposed voice mail system? How are additional users added to the system?

Response:

4.2.2 How many ports are proposed to support MAX's voice mail system? If additional ports are required in the future, how are these added? Explain how the system scales beyond the number of proposed ports.

Response:

4.2.3 Is the voice mail application centralized at a single site or distributed across the different locations in the system?

Response:

4.2.3.1 Describe WAN use for users at remote locations when voice mail messages are left or when they retrieve their messages.

Response:

4.2.4 Describe in detail the voice digitization technique and voice digitization rate used for recording users' speech.

Response:

*4.2.5	Indicate the capacity limits that can be defined for a particular voice mailbox. Indicate whether or not this is configurable by class of service.*

4.2.5.1 What is the length of the longest message that can be recorded by a caller?

Response:

4.2.5.2 How many messages can be stored in a subscriber's mailbox?

Response:

4.2.5.3 What is the maximum total number of minutes of messages that can be stored in a single voice mailbox?

Response:

*4.2.6	How many classes of service can be defined for voice mail permission levels?*

Response:

## 4.3	Voice Mail System – System Features

*4.3.1	Is the voice mail system remotely accessible? Can the system be accessed from a standard touch-tone phone? Are other types of client devices are supported?*

Response:

*4.3.2	Does the voice mail system provide an interface to delivery voice mail messages into standard desktop email applications to provide unified messaging?*

Response:

4.3.2.1 Describe the impact on the existing email infrastructure to provide unified messaging?

Response:

4.3.2.2 Is unified messaging included with the proposed system? If not, what is the additional cost for this component?

Response:

*4.3.3	Is a desktop application included that provides audio prompts to manage users messages from their PC? (MAX employs a sight impaired call center agent that uses*

Windows Eyes software and a screen reader to use the scheduling software and MS Windows).

Response:

4.3.4   If a caller does not know a particular subscriber's extension number, can they "look up" the subscriber by "spelling" the name via touchtone input? Explain how the system would resolve the situation where one name has multiple entries (e.g., "Jones")?

Response:

4.3.5   Can system prompts be interrupted by experienced users? In other words, is there a "fast path" for users? Can system prompts be repeated?

Response:

4.3.6   Does the voice mail system support a "zero out" to the attendant feature? Is this feature configurable by class of service? Can the "zero out" destination be a station rather than the attendant? If the "zero out" destination is busy, or rings unanswered, will the call be re-directed?

Response:

4.3.7   Can individual users configure their own personal "zero out" destination for callers separate from the system wide target? Is this configurable by class of service?

Response:

4.3.8   Does the voice mail system support multiple greeting? If yes, describe all available greetings.

Response:

4.3.9   Does the system support automatic remote notification and delivery of voice mail messages to users?

Response:

4.3.9.1 Is AMIS integration included with the proposed system? If not, what additional costs are required for this component?

Response:

4.4   Voice Mail System – Feature Detail

4.4.1   Can system subscribers conduct the following actions?

4.4.1.1 Play, pause and replay messages?

Response:

4.4.1.2 Record responses and reply to voice mail messages?

Response:

4.4.1.3 Record messages, send and mark "urgent" etc.?

Response:

4.4.1.4 Forward messages to other users and append them with their own comments?

Response:

4.4.1.5 Send or forward messages to other users at any location in the system using extension addressing?

Response:

4.4.1.6 Create, edit, and modify personal distribution lists?

Response:

1.2.3.1 Obtain user instruction through system prompts?

Response:

1.2.3.2 Record personal greetings; how many greetings can be recorded per user?

Response:

1.2.3.3 Can employees modify their own personal passwords?

Response:

1.2.3.4 Set business days and hours for alternate greetings, and provide after hours
messaging system?

Response:

1.2.3.5 Manage voice mail from their personal computer or inside their email inbox?

Response:

*4.4.2 Can the voice mail system identify callers that leave voice mail messages and display
their name based on caller ID information that matches contact information in the user's
personal information manager?*

Response:

4.5   Voice Mail System – System Administration

*4.5.1   Is system administration done through a standard web-enabled GUI? If so, which
browser does the administrative application support?*

Response:

*4.5.2   Describe how system administrator is able to perform the following user administration
actions:*

*4.5.2.1 Add or modify a class of service. State what user permissions or characteristics
within a class of service can be created or modified.*

Response:

4.5.2.2 Add, delete, or modify a user's voice mailbox.

Response:

4.5.2.3 Specify the maximum number and length of voice messages that can be stored.

Response:

*4.5.3   Explain how the system administrator would perform a backup and restore on the voice
messaging system.*

Response:

*4.5.4   Is the voice mail administration integrated with the administration of users or via a
          separate administration action?*

Response:

5   CALL CENTER

Max currently has 5 primary and 3 secondary call center agents and would like a system capable of handling up to 10. **The proposed call center application must have complete call recording ability and storage.** The FTA requires MAX to monitor and measure response time and ease of access for customers to information about transit services. Our system must provide the following capabilities:

*5.1.1   MAX requires all calls to be recorded and stored in an audio call log for easy reference
          and monitoring of calls and content.   Can your system provide this feature? And can
          data from these reports (caller, caller ID, phone number, date and time of call, length of
          call, agent phone extension) be captured in a report or easily exported to an Excel file?*

Response:

*5.1.2   Please describe the method or method(s) used or options for call distribution to
          particular agents, and does your proposed system have a phone log-in system for
          active vs. non-active agents?*

Response:

*5.1.3   ACD- Please describe IVR functions i.e. routing methods via time of day, voice mail
          box options or other features that assist with efficiently routing calls in the Queue.*

Response:

5.1.4   Can your system reporting the average wait time to clients waiting in the call queue?

Response:

5.1.5   IVR- Please describe IVR options that are included in your call center solution.
Response:

5.1.6 *MAX uses Route Match Software™ for our reservations. Please include as an additional feature/function, your system's ability to interface with the software and provide a "call back" / reservation confirmation feature to MAX clients.*

Response:

5.1.7 *For each of the following system monitoring items listed below, respond with a "Yes" if the proposed call center application can support the feature or reporting mechanism. If the answer is "Partly Yes", then define exactly what is supported and what is not supported, and when you expect the IP PBX to be able to support this feature. If the answer is "No", then state when you expect the IP PBX to be able to support this feature. Please provide samples of each type of reporting requested below.*

Feature	YES	NO	Details
Agent Idle Reporting			
Call Abandon / Drop Rates (total and per agent by date and time)			
Ability to report # of calls in Queue			
Total wait time for calls in Queue			
Provide complete call recording			
Call monitoring / Supervisory capabilities			
Cost allocation per call			
Provide call statistics per agent (call time, quantity , hold time –please provide detail)			
Provide secondary hold call detail			
Call volume per hour (or any measure of time)			
Call alert reporting to agents in Queue			
Average talk time			
Ability to block caller id to the desktop			
Is CTI (computer telephony interface) an option?			

6   IMPLEMENTATION

6.1   Project Management

6.1.1 **Project Plan -** *Bidders are required to supply a complete description of the key activities required for the installation of the proposed system.*

Response:

6.1.2 **Transparency -** *It is essential that the installation of the new system be as transparent as possible to the users. There should be no telephone service interruptions, no interim changes in dialing procedures, and no perceived degradation in the quality of service.*

Response:

6.1.3 *Responsibility* **Matrix and Project Schedule -** *A master project schedule must be included, along with a work responsibility matrix, identifying the tasks the vendor will perform and the tasks MAX is expected to perform with timelines to successfully implementation the new system by the deadline specified in this RFP (December 28, 2011).*

Response:

6.2   Installation Requirements

6.2.1 **Responsibility -** *The selected vendor is solely responsible for the complete turn-key engineering of the new telecommunications system and all interconnecting facilities.*

Response:

6.2.2 *Please include time interval detail for system installation including site preparation and set up of all required components for client sign off and acceptance of service. Include any time intervals that MAX customers will be unable to reach a call center agent.*

Response:

6.2.3 *Please include details of all system tests and inspections that will be conducted by your company. For example, hardware/software configuration test, power and cable inspections, software loading test and any other additional testing that is part of your standard installation process.*

Response:

6.2.4 **Initial Work -** *Vendor will perform station reviews, data base preparation, and original program initializations.*

Response:

6.3   Facility Requirements

6.3.1 *Bidders must furnish all space, power, and environmental requirements for the proposed telephone system and optional voice messaging equipment.*

- **Space** – Provide the physical dimensions of the proposed equipment. See attached specification sheet. All system requirements must be UL or equivalent approved.

- **Power -** All power requirements, including any special conditioning or grounding requirements.

- **Heat -** Vendor must provide heat dissipation for proposed switchroom and the recommended safe temperature operating range for the proposed system.

- **Floor Loading -** Vendor must provide complete floor loading requirements.

6.4   Training

6.4.1   ***Requirements -*** *The successful bidder is required to conduct end-user **AND Administrator** training on MAX's premises, tailored specifically to our particular requirements (e.g., console operator, call center operators, support staff, and managers).*

Response:.

6.4.2   ***Training Plan -*** *Vendor will also provide a training program and training materials for designated personnel who will train future employees (Train the trainer and/or Tutorial guide).*

Response:

6.4.3   ***Description -*** *For each product application proposed, provide a detailed description of the training the vendor will provide.*

Response:

6.4.4   *Please provide a list of all ongoing training courses and associated costs that will be available after cutover.*

Response:

7   VENDOR SERVICE

7.1   Maintenance and Warranty

7.1.1   *A complete maintenance and warranty agreement must be included as part of the bidder's proposal to support the business between 6 a.m. and 7 p.m. Monday through Saturday.*

Response:

7.1.2   Post warranty and move, add, change support costs?

Response:

*7.1.3   **Warranty –** The vendor shall specify all warranties, including length, coverage and cost, for the telephone system and all associated equipment in the bidder's proposal.*

Response:

*7.1.4   **Defective Parts -** During the warranty period and any subsequent maintenance agreement, any defective components shall be repaired or replaced at no cost to MAX.*

Response:

*7.1.5   **Maintenance Personnel -** All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization and at no additional cost to MAX other than those charges stipulated to maintain the warranty.*

Response:

7.2   Logistical Support

7.2.1   Bidder should identify the address of the vendor's local service centers and the number of service personnel trained on the proposed system.

Response:

7.2.2   Include in this section any other support levels in the local area available to the MAX Authority for the maintenance of the proposed system.

Response:

7.3   Repair Response

7.3.1 **Repair Commitment -** *The bidder must include a description of the bidder's repair commitment from time of trouble discovery to the time the problem is addressed?*

Response

7.3.2 **Response Time –** *The MAX Authority is guaranteed a response time of no more than 4 hours for all <u>major system problems</u> and a maximum of 24 hours response to other system problems.*

Response:

7.3.3 *Major/Minor Problems - Bidders must describe their definitions of major and minor problems.*

Response:

7.3.4 **Replacement Time -** *Explain the amount of time required for full replacement of the central operating hardware/software of the system, assuming a suitable site exists for locating the replacement components.*

Response:

7.3.5 **Emergency Installation -** *How long does it take trained personnel to install and load operating system software and database software, in the event the call processing component (gatekeeper) of the system goes down?*

Response:

7.3.6 *How does a customer report a trouble issue and what is the escalation path if there is no response within the agreed upon commitment time?*

Response:

8   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, technical support, upgrading and maintenance, and training fees.

Response:

9   FINANCIAL REQUIREMENTS

Bidder shall propose its payment options for the purchase of specified products and services, including ongoing maintenance and technical support fees.

Response:

9.1   Payment Schedule

9.1.1   Terms of payment are Net 30 after successful completion of project and delivery of services and products to the satisfaction of the MAX Authority as specified in this RFP.

Response:

10 FTA REQUIREMENTS

The following Federal Transportation Administration/ US DOT procurement regulations pertain to this specific project. Contractor compliance is required. Please read the clauses, and sign and date each to acknowledge your compliance.

- 6. Energy Conservation Requirements
- 12. Federal Changes
- 15. Recycled Products
- 19. No Government Obligation to Third Parties
- 20. Program Fraud and False or Fraudulent Statements and Related Acts
- 21. Termination
- 22. Government-wide Debarment and Suspension (Nonprocurement)
- 24. Civil Rights Requirements
- 28. Disadvantaged Business Enterprises (DBE)
- 30. Incorporation of Federal Transit Administration (FTA) Terms

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6. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Signature_____   Date_____
Printed Name_____   Firm Name_____

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12. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Signature_____   Date_____
Printed Name_____   Firm Name_____

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15. RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Signature_____ Date_____
Printed Name_____ Firm Name_____

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Signature_____ Date_____
Printed Name_____ Firm Name_____

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Signature_____ Date_____
Printed Name_____ Firm Name_____

21. TERMINATION

a. Termination for Convenience

The MAX Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the MAX Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the MAX Authority, the Contractor will account for the same, and dispose of it in the manner the MAX Authority directs.

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the MAX Authority may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the MAX Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the MAX Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

The MAX Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 5 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to MAX's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the MAX Authority setting forth the nature of said breach or default, the MAX Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the MAX Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the MAX Authority may terminate this contract for default. The MAX Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the MAX Authority in writing of the causes of delay. If in the judgment of the MAX Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the MAX Authority shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

Signature_____ Date_____
Printed Name_____ Firm Name_____

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22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MAX Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the MAX

Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature_____ Date_____

Printed Name_____ Firm Name_____

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24. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) <u>Nondiscrimination</u> - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) <u>Equal Employment Opportunity</u> - The following equal employment opportunity requirements apply to the underlying contract:

(a) <u>Race, Color, Creed, National Origin, Sex</u> - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 <u>et seq</u> ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) <u>Age</u> - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) <u>Disabilities</u> - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Signature_____ Date_____

Printed Name_____ Firm Name_____

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28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .26 **%.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MAX Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

Contractors must present the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the MAX Authority, In addition, the contractor may not hold retainage from its subcontractors and is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the MAX Authority whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the MAX Authority.

Signature_____ Date_____
Printed Name_____ Firm Name_____

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30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MAX requests which would cause the MAX Authority to be in violation of the FTA terms and conditions.
 Signature_____ Date_____
Printed Name_____ Firm Name_____

11 TERMS AND CONDITIONS

11.1.1 *Damage Liability* - *The successful vendor is liable and responsible for any damage to the premises (e.g., floor, walls, computers, wiring, etc.) caused by vendor personnel or equipment during installation and is responsible for the removal of all project-related debris.*

Response:

11.1.2 **Permits** - *The vendor shall obtain and pay for any permits and licenses required for the performance of this project, post all notices required by law, and comply with all federal, state and local laws and ordinances, and relevant MDOT and FTA regulations bearing on the conduct of the work, as specified herein. On any work that requires an inspection certificate issued by local authorities, National Board of Fire Underwriters, or any other governing body, such inspection certificate(s) shall be obtained by and paid for by the vendor. The chosen vendor shall procure all required certificates of acceptance or of completions issued by the state, municipal or other authorities and must deliver these to the MAX Transportation Authority.*

Response:

11.1.3 **Insurance** - *The vendor shall, at vendor expense, procure and maintain satisfactory public liability and casualty insurance to adequately protect MAX and vendor personnel against damages for bodily injury, including death, that may arise from operations under this contract, whether such operations are by the vendor or by the vendor's subcontractor, or anyone directly or indirectly employed by the vendor.*

Response:

11.1.4 **Vendor Responsibility** - *Unless otherwise stipulated, vendor shall provide, and pay for, all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. Vendor shall verify conditions at the building, particularly door openings and passages. Any pieces too bulky for existing facilities shall be hoisted and otherwise handled with apparatus as required.*

Response:

11.1.5 RFP Responses - All materials submitted by the vendor in response to this RFP become the sole property of the MAX Transportation Authority upon receipt of the proposal. The material contained in these responses may be appended to the final contract, further defining the contractual responsibilities of the vendor.

Response:

12   APPENDIX

12.1.1   Product literature

12.1.2   References (if not included in the body of this document)

12.2   Vision of Proposed Solution