

Great Lakes Bay 911 Consortium

Next Generation 9-1-1 WAN - Request for Proposal

Great Lakes Bay 911 Consortium

Next Generation 9-1-1 WAN

REQUEST FOR PROPOSAL GLB2015-1

Release Date: January 20th 2015

Proposal Due Date: February 18, 2015 at 9:00 a.m. local time



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1. Information to Vendors

1.1. *Project Identification and Scope*

This Request for Proposal (RFP) encompasses the installation and maintenance services for the Great Lakes Bay 911 Consortium Next Generation Emergency Services IP Network (ESInet). The Great Lakes Bay 911 Consortium (hereinafter referred to as "GLB") invites all qualified Vendors to submit a proposal. The GLB presently consists of Bay, Midland, and Tuscola County 911 operations and is subject to new members as stated by an intergovernmental agreement. There are currently two counties in the approval process to be added to this project which include Huron and Iosco. Once these counties receive their approvals, this project will encompass all 5 counties.

Through this RFP, the GLB is seeking qualified Vendors to provide and install network connectivity at each location through a WAN which will provide the data connectivity for a robust private ESInet for the purpose of transporting next generation 911(NG 911) services, to include voice and data, and other public safety applications. The GLB desires to have network connectivity from two different vendors to provide 100% redundancy to their call handling system. The two selected vendors should not have any shared resources with each other which could prevent the proposed solution from being fully redundant.

1.2. Issuing Association

Great Lakes Bay 911 Consortium as an association, only. The members of GLB are assuming no individual liability or obligations in this Project.

1.3. Contact Information

**Dale Klimmek
dale@klimmektech.com**

Any contact with GLB regarding this RFP must be forwarded through the above defined contact only. Vendor who seeks information, clarification or interpretations from any other GLB employee may be excluded from the RFP process.

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1.4. Pre-Proposal Conference

A pre-proposal conference will not be held for this project. Onsite visits are welcomed but must be scheduled through Dale Klimmek. GLB requests that all Vendor visits be supervised by a GLB representative. It is necessary for Vendors to inform themselves of the conditions under which work is to be performed, the site of the work, the structures, the obstacles that may be encountered and all other relevant matters concerning the work to be performed. The Vendor, if awarded the contract, shall not be allowed any extra compensation because of a failure to have informed self, prior to submitting the proposal.

1.5. Vendor Questions and Inquires

It is the responsibility of the Vendors to read and understand all parts of the RFP. All correspondence should be emailed to Dale Klimmek at dale@klimmektech.com. Questions received after the date/time specified in the important dates of this document, will not be considered. Only questions answered by formal written addenda shall be binding and no oral interpretations will be given. If the Vendor's response is incomplete, does not follow all RFP instructions, or does not meet specifications of any part of the RFP document, that Vendor's response may be rejected with no penalty to GLB.

1.6. Submittal of Proposal

All proposals must follow the format of the Vendor RFP Response Form. All responses must be delivered to Midland County Central Dispatch located at 2727 Rodd St Midland, Michigan. ATTN: Lisa Hall, no later than 9:00 a.m. local time in Midland, MI on the date defined in important dates section of this document. Proposals arriving after the deadline will be rejected and returned to senders. Proposals and accompanying documents arriving before the deadline will become the property of the GLB Authority and may not be returned unless a written request to withdraw the proposal is received before the response due date and time, RFP responses may then be returned at the Vendor's expense.

Sealed bids are to be received and retained by the Director of Midland County 911 until the date and time for the bid opening, as specified in the Request for Proposal. The sealed bid envelope shall be marked with a date stamp identifying the date (month/day/year) the bid was received and initialed by the employee who received the bid.

Sealed bids will be opened at the Midland County Building in the 3rd floor conference room at 9:30 a.m. on February 18, 2015. This building is located at 220 W. Ellsworth St., Midland, MI 48640.

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All bids are confidential until the listed bid opening time and date; however, as a public entity, GLB members are subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

Vendors assume the risk of the method of dispatch chosen. The GLB assumes no responsibility for delays caused by the U.S. Postal Service or other delivery services. Postmarking by the due date will not substitute for actual proposal receipt by GLB. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor. Proposals may not be delivered by facsimile or other electronic means.

Vendors may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package that can be considered independently of any other proposal from the same Vendor.

Copies

Please provide six (6) copies of the vendor proposal and one (1) electronic format copy of the proposal for this RFP.

Proposals must be submitted in a sealed envelope with the labeled as follows:

Address to: Lisa Hall

Midland County Central Dispatch
2727 Rodd St.
Midland, MI 48640

Label as: Sealed Bid Enclosed for:

Call Handling System for Great Lakes Bay 911 Consortium
RFP GLB2015-1

Submitted by: Vendor Name

By submitting a proposal, the Vendor is acknowledging that GLB will have no legal obligation to the Vendor until there is a written contract signed by the parties.

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1.7. **Important Dates**

Times listed are local time for Midland, MI

- ✓ Release Date: January 20, 2015
- ✓ Closing Date for Questions: 4:00 p.m. February 6, 2015
- ✓ Last Day for Issue Addenda: 4:00 p.m. February 10, 2015
- ✓ Proposals Due: 9:00 a.m. February 18, 2015
- ✓ Public Proposal Opening 9:30 a.m. February 18, 2015

Location: 220 W. Ellsworth Midland, MI 48640 3rd Floor Conference Room in the Midland County Building

1.8. **Terminology**

The term “RFP” refers to this Request for Proposal document.

The terms “Project,” “Solicitation,” and “Agreement” refer to the project described in this RFP and for which proposals are being solicited.

For the purpose of this RFP, the terms “contractor,” “vendor,” and “respondent” are used interchangeably.

Any statement in this document that contains the word “must” or the word “shall” requires mandatory compliance. Failure of the Vendor to comply may be cause for rejection of the proposal or cancellation of the contract.

Technical terms used in this RFP are intended to follow industry conventions. Respondents should request clarification of terms whenever there is uncertainty as to the exact meaning.

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2. Vendor Information and Qualifications

2.1. Required Contact Information

At a minimum, the respondent must provide the name, office address and telephone number for each of the parties below. The respondent should also provide fax numbers and/or e-mail addresses.

2.1.1.1 CONTRACT EXECUTIVES

List executive(s) that will be the contract authority for the project described in this RFP. This person must also be the point of contact for questions regarding the submitted proposal.

2.1.1.2 ACCOUNT EXECUTIVES

List executive(s) that will be responsible for managing the business relationship between the respondent and GLB.

2.1.1.3 PROJECT MANAGER

List the Person(s) that will be responsible for the project management of the implementation of the system(s).

2.1.1.4 SALES ENGINEER

List the person(s) who will be responsible for the technical response in the proposal and the overall system design.

2.2. Subcontractors

The respondent shall provide names, addresses, and contact information (as above) for each subcontractor to be employed in the execution of the contract. Include a brief background on each subcontractor involved, description of the subcontractor's activities, and three references of work similar to that which they would be performing as subcontractor on this project.

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2.3. Vendor Background Information

Provide the following information:

- a. Parent Company (if applicable):
- b. Organizational Type/Structure:
- c. State of incorporation:
- d. Federal Identification Number:
- e. Business License Number
- f. Vendor Experience:
 1. Years company in business in the state of Michigan:
 2. Years firm has represented the equipment manufacturer:
 3. Number of systems installed by the proposing office, same model:
 4. Other products/manufacturers represented:
 5. Additional background information (optional):

2.4. Number of References

The respondent must provide at least three (3) references with similar size and scope of this RFP.

2.5. Reference Qualifications

The references provided must have had the system installed within the past 36 months.

2.6. Reference Information

Company name, contact name, mailing address, and telephone number must be provided for each reference.

A brief description of the size and the type of system to demonstrate the relevance of the reference must be provided for each reference.

2.7. Additional Information

The GLB reserves the right to request and/or obtain additional information as required.

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3. Form and Content of Proposals

3.1. *Legibility and Organization*

Proposals must be typed or printed, must be written in English and must be legible and reasonably organized. Pages must be consecutively numbered. Proposals must be bound.

3.2. *Completeness of Response*

Vendors must include responses to all of the provisions and items of this RFP using the RFP Response Form. To be considered responsive, the Vendor must submit a complete proposal that satisfies all requirements stated in this RFP.

3.3. *Abbreviated Responses*

Simple concurrence or acknowledgement to items not needing a specific Vendor statement may be used. However, simple concurrence or acknowledgement of items that do require a specific Vendor statement, explanation, or supporting materials may be considered non-responsive.

3.4. *Vendor Responsible for Completeness of Response*

Before submitting proposals, each Vendor is requested to carefully consider the amount, character, and timeline of the work to be done as well as the difficulties involved in its proper execution. The Vendor shall include in the proposal all costs deemed necessary to cover all contingencies essential to successfully procuring, installing and maintaining the GLB's communication systems. Any cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon, in writing. No claims for compensation shall be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the Vendor.

3.5. *Problem Resolution Escalation Information*

The Vendor must provide a problem resolution escalation chart or a list indicating the order of contacts to be made in efforts to resolve all issues or problems with any aspect of the contract conditions.

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3.6. Signatures

The proposal shall contain an original signature by a duly authorized representative who may legally bind the company.

- a. Corporations: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- b. Partnerships: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If the proposal is signed by all partners, no authorization is required.
- c. Individual: No authorization is needed.
- d. All manual signatures must have the name typed (or inserted by word processing) directly under line of signature and each signature must be witnessed.

3.7. Liability Insurance

Vendor shall maintain in full force and effect during the term of the Contract the insurance described in this section. The insurance policies shall name GLB and its consortium members as an additional insured and copies of certificates shall be provided to GLB before commencing performance of the contract. The minimum acceptable limits shall be as indicated below for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage, personal injury, and advertising injury, which includes coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

3.8. Proposal Format

It is essential that GLB be able to easily match a Vendor's response with this RFP's requirements for information. Where asked, indicate compliance and/or note any exceptions to the requirements and provide responses to the listed questions.

Failure to provide a complete response may be grounds for rejection. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. Elaborate or unnecessarily lengthy documents are discouraged. In addition, non-requested information unrelated to the specific proposed solution, such as marketing or customer write-ups, is discouraged.

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4. RFP and Proposal Terms and Conditions

4.1. *Right to Withdraw Proposals*

Proposals may be withdrawn by the Vendor at any time before notification that the Vendor has been selected.

4.2. *Right to Reject/Accept Proposals*

The GLB reserves the right to accept any proposal or, at its discretion, reject any or all proposals for whatever reason it deems appropriate, even after notification to the Vendor that it has been selected, but prior to the execution of a binding contract. GLB reserves the right to accept all or any part of a Vendor's proposal.

4.3. *Right to Modify Proposals*

With the concurrence of the Vendor, GLB reserves the right to modify minor irregularities in proposals received. The GLB also reserves the right to modify a Vendor's proposal(s) to change the quantities of equipment or features to be furnished in order to reflect changes that may have occurred after release of the proposal.

If discrepancies between sections or other errors are found in a proposal, GLB may reject the proposal; however, GLB may, at its sole option, correct any arithmetical error in extended price calculations or in the addition of line items. Vendors are responsible for all errors or omissions in their proposals, and any such errors or omissions shall not serve to diminish their obligations to GLB. Any arithmetical errors GLB reserves the right to accept or reject the adjustment.

4.4. *GLB Not Responsible for Proposal Expenses*

Receipt of a proposal does not obligate GLB to pay any expenses incurred by the Vendor in the preparation of its proposal or obligate GLB in any other respect.

4.5. *GLB Right to Modify Specifications*

GLB reserves the right to modify the specifications contained herein at any time during the proposal period. No modification or interpretation of the specifications other than through the issuance of addenda shall be binding upon GLB. Vendors must notify GLB as soon as possible of any omissions or errors in the specifications so corrective addenda may be issued.

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4.6. Alternatives to Specification

Alternatives to the specification are encouraged and will be reviewed and evaluated, but only if they are in addition to, and not in place of GLB's stated requirements. Any exception must be clearly specified as such and GLB reserves the right to reject any proposal that does not comply with this instruction.

Vendors may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete proposal that can be considered independently of any other proposals from the same Vendor.

4.7. Clarifications

GLB reserves the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Vendor to respond to a request for additional information or clarification may result in rejection of the Vendor's proposal. GLB's retention of this right shall in no way reduce the responsibility of Vendors to submit complete, accurate and clear proposals.

4.8. Guarantee

The Vendor shall guarantee for the life of the contract field support, maintenance, and preventative maintenance as necessary to protect the GLB from the interruption of the WAN.

4.9. Restricted Communications

During the period from publication of this RFP until contract is awarded, all questions regarding the RFP, the Contract, or any aspect of this project shall be directed to specific points of contact (see Contact Information selection of the document) at GLB. Conversations with persons other than designated contacts about any aspect of the RFP, proposal, contract, or project may be ground for rejection of the respective proposal.

4.10. Distribution of Questions and Answers

All addendums will be posted on the website where this document was procured from.

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4.11. Confidentiality/ Publicity

All materials received relative to this RFP will be kept confidential until the agenda for a contract award is filed with GLB, at which time all materials received may be available to the public. GLB will attempt to protect legitimate trade secrets of any Vendor. Examples of trade secrets would be unpublished descriptions of proprietary aspects of the systems proposed. Any proprietary information contained in the proposal must be designated clearly and should be labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal.

The Vendor, by submission of materials marked "Proprietary Information," acknowledges and agrees that GLB shall have no obligation or liability to the Vendor in the event that either is required by statute or a court of competent jurisdiction to disclose these materials.

All proposals become the property of GLB upon receipt.

4.12. RFP, Proposals and Acceptance Do Not Obligate

The parties agree that they will not consider either distribution of this RFP, or receipt of Vendors' proposal(s) by GLB or even notification of bid acceptance by GLB, as an obligation or commitment by the GLB to either purchase equipment from the Vendor or to enter a contractual agreement. Rather, the parties understand that GLB will have no binding obligation until it signs the Contract approved by its legal counsel.

4.13. Use of Information

GLB reserves the right to use any or all design ideas or concepts presented in any proposal submitted in response to this RFP regardless of whether the ideas or concepts are contained in the winning proposal. This right shall exist even if the proposal states otherwise.

4.14. Evaluation Committee

A proposal evaluation committee will be formed to determine the proposal that is in the best interest of GLB.

4.15. Preliminary Evaluations

The first round of proposal evaluations will reject all proposals that fail to meet the mandatory requirements of the RFP or in any way demonstrate gross inability of the Vendor to deliver the quality of materials and services required.

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4.16. Weighted Preliminary Evaluation Criteria

The following primary evaluation criteria have been identified and are shown below. GLB will initially check the proposals to validate that all information required to conform to this RFP is included. Absence of required information will be cause for rejection. GLB will then evaluate the proposals for performance requirements compliance and technical merit. Proposals deemed acceptable will be reviewed to establish life cycle costs.

4.17. Debriefing of Unsuccessful Proposers

Upon request, a debriefing conference may be scheduled with an unsuccessful Proposer at the Vendor's request and at GLB's sole discretion. The request for a debriefing conference must be received by the GLB within three (3) business days after the Notification of Unsuccessful Vendor notification e-mailed to the Vendor. The debriefing will be held within five (5) business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour. By requesting and/or participating in this process, the Vendor is waiving and releasing any claim that it might have the GLB or its agents or members acted in any improper manner in the award of the bid and contract.

4.18. Minority Subcontractors and Suppliers

Vendors are urged to utilize the services of minority subcontractors and suppliers where possible in the pursuance of this project.

4.19. Michigan Products

All Vendors, their subcontractors, and suppliers shall utilize Michigan made products whenever possible where price, quality and performance are equal to or better than non-Michigan products.

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4.20. Non-Discrimination Clause

State of Michigan funds may be used in this project. Therefore, in connection with the performance of work under this contract, the design/contractor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age or sex. The design/contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, national origin, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, or "sex."
- c. The Vendor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the design/contractor's commitments under this section.
- d. The Vendor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of proposals for any individual state project.
- e. The Vendor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the design/contractor himself, and said design/contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

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- f. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Vendor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the design/contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the design/contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the person with whom the design/contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the design/contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
- g. The Vendor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission,** and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
- h. Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966, reads: "It is an unfair employment practice:"(a) For any employer, because any individual is between the ages of 35 and 60, or because of the sex of any individual, to refuse to hire or otherwise to discriminate against him with respect to hire, tenure, terms, conditions or privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulation, the requirements of any federal or state training or employment program or on a bona fide occupational qualifications and except in selecting individuals for an apprentice program or an on-the-job training program intended to have a duration of more than 4 months."
- i. Except for those subcontracts 1) for goods or services in any amount of less than \$5,000.00; 2) entered into with parties employing less than three employees.

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- j. b) For all state contracts for goods or services in an amount of less than \$5,000.00, or for contracts entered into with parties employing less than three employees: The Contractor, pursuant to the requirements of Act No. 251, Public Acts of the State of Michigan of 1955, and as amended by Act No. 344, Public Acts of 1965 and act No. 349, Public Acts of 1966, agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin, ancestry, age or sex. The Contractor further agrees that every subcontract entered into from the performance of this contract will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract.

4.21. Unfair Labor Practice

- a. Public Act No. 278 of 1980 prohibits the State of Michigan from awarding a Contract or Subcontract to an employer who has been found in contempt of court by a Federal Court of Appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.
- b. An employer who has a Contract with the State of Michigan may not, in relation to that Contract, Subcontract with such as employer.
- c. The State of Michigan may rescind the Contract if the name of the employer or the name of a subcontractor, manufacturer, or supplier of the employer subsequently appears in the register of such employers which will be compiled by Michigan's Department of Labor pursuant to Section 2 of Public Act No. 278 of 1980.

4.22. Davis Bacon/Prevailing Wage

The selected bidder shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for the corresponding classes of laborers and mechanics employed on similar projects in Bay, Huron, Iosco, Midland and Tuscola Counties. For the purposes of this Section, a Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov. This provision will be enforced by requiring the contractor to submit a certified payroll record within 10 days of the end of each payroll period and GLB reserves the right to conduct on-site interviews with the Contractor's employees to ensure compliance with the Section.

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5. Terms and Conditions of Contract

5.1. Governing Laws

If the Vendor submits standard terms and conditions with its proposal, and if any of those terms and conditions are in conflict with the laws of the State of Michigan, the laws of the State of Michigan shall govern.

5.2. Non-Performance

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages will be claimed by GLB. GLB may terminate the Agreement and be relieved of the payment of any consideration to the Vendor should the Vendor fail to perform as required by the Agreement. In the event of such termination GLB may proceed with the work in any manner they deem proper. The cost to the GLB shall be deducted from any sum due the Vendor under the Agreement.

5.3. Contract Components

The RFP, written questions, answers to questions, Vendor's proposal, and other documents associated with this proposal shall become part of the resultant Contract.

5.4. Precedence of Conflict Resolution

In the event of a conflict, the order of precedence to resolve the conflict is as follows: Michigan State law, the terms and conditions of section 5 of this RFP, the terms and conditions of the signed Contract, the terms and conditions of the remaining portions of the RFP, and last, the Vendor's Proposal.

5.5. Contract Responsibilities for the GLB

The Vendor shall clearly define, in writing, the expected responsibilities of GLB during the course of the Contract.

5.6. Failure to Conform

GLB reserves the right to stop work in progress that does not conform to industry standards or does not meet manufacturer's installation criteria or the specifications and standards set forth in this RFP. GLB will report discrepancies to the Vendor in writing. The Vendor will respond to GLB representatives in writing within 24 hours to determine a plan of action.

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5.7. Rejected Work

If work is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing.

If the Vendor does not take action to repair, remove or replace rejected material within ten (10) calendar days after receipt of written notice, the GLB reserves the right to remove and replace such work. The Vendor shall be responsible for all expenses and costs associated with this remediation work.

5.8. Escalation and Penalties

Vendor shall describe escalation procedures if problems are not resolved according to these maintenance specifications. The Vendor shall detail the consideration or remediation it intends to provide GLB in the event it does not meet these specifications.

5.9. Changes to Contract

During the course of the Contract, either party may issue requests for changes in the Contract terms. This shall take the form of a Change Proposal, which, if accepted by both parties, shall be executed as a change to the Contract, which will thereby be amended to the extent of the change. When, in the judgment of GLB, a need for immediate action exists, the Vendor may be directed to proceed on a time and materials basis with the proposed change. In no event, shall changes involving extra cost to GLB be allowed to proceed without prior written approval.

5.10. Respondent as Prime

The respondent to this RFP shall be considered the primary Vendor and shall assume total responsibility for meeting all terms and conditions of the contract including standards of service, quality of materials and workmanship, costs and schedules.

5.11. Subcontractor Approval

GLB reserves the right to approve subcontractors; the primary Vendor must agree to be responsible for the actions and quality of workmanship of the subcontractor(s).

5.12. Subcontractor Disputes

Any dispute arising between the primary Vendor and its subcontractors or between subcontractors must be resolved without involvement of any kind on the part of GLB and without detrimental impact on the delivery of the contracted goods and services.

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5.13. Valid License

Only proposals from Vendors licensed to do business in the State of Michigan will be considered.

5.14. Legal Compliance

During the course of work for GLB, Vendors, sub-contractors, and their employees are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations. This includes, but is not limited to wiring done on GLB premises that is subject to inspection by authorities having jurisdiction. The Vendor shall take all required actions to comply with authorities having jurisdiction inspection requirements.

5.15. Safety Considerations

The Vendor shall be responsible for compliance with all relevant State and Federal workplace safety requirements to include compliance with GLB safety directives and policies. The Vendor shall be responsible for ensuring that its employees are trained in the safety procedures appropriate to assigned work.

The Vendor agrees to indemnify, defend and save harmless the State of Michigan, the GLB, its Board of Trustees, officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in the performance of this contract. The Vendor shall provide necessary worker's compensation insurance at Vendor's own cost and expense.

5.16. Drug Use Policy

Use of illegal drugs, alcohol, or controlled substances on GLB premises is strictly prohibited. Working on this project while under the influence of drugs or alcohol is strictly prohibited and will be grounds for removal of the offending employee from the project.

5.17. Harassment, Discrimination, Fraternalization

Any form of harassment, discrimination, or improper fraternization with GLB employees is strictly prohibited and will be grounds for removal of the offending employee from the project.

5.18. Unprofessional Behavior

Use of profanity or other behaviors inconsistent with professionalism by Vendor or sub-contractor employees will be grounds for removal of the offending employee from the project.

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5.19. Attire

All Vendor employees must be properly attired while on GLB properties, failure will be grounds for removal of the offending employee from the project.

5.20. Identification Badges

All Vendor employees must wear identification badges (supplied by the Vendor) while on GLB properties.

5.21. Collective Bargaining

Labor unions involved in any collective bargaining agreements covering any Vendors employees who will be working on GLB's premises must be specified.

5.22. Building Access

Vendor and/or subcontractor(s) shall get initial clearance from project manager or GLB staff before entering any building to perform work assignments.

5.23. Patent Infringements

The Vendor shall agree to indemnify GLB with respect to any legal suit, claim, or proceeding, which may be brought against it claiming the use of the proposed system constitutes an infringement of any patent or trade secret. The Vendor shall further agree to defend GLB against any such claims and to pay all litigation costs attorneys' fees, settlement payments, and any damages awarded or resulting from any such claims.

5.24. Segmentation of Award

Should GLB proceed with the project described in this RFP; the contract award will not be split across multiple respondents. A single contract for all required labor and materials will be awarded.

5.25. Non-Collusion

The Vendor certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Proposal.

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5.26. Codes and Standards

It shall be the responsibility of the Vendor to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to insure conformance with those codes and agencies. At a minimum, the execution of this RFP and all acts of the Vendor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- a. Federal Communications Commission (FCC)
- b. OSHA
- c. Electronic Industries Association (EIA)
- d. NENA Standards to include NG9-1-1 and i3 standards
- e. Telecommunications Industry Association (TIA)
- f. American National Standards Institute (ANSI)
- g. National and Local Electrical Codes, including NFPA 70
- h. BICSI Telecommunications Distribution Standards
- i. Communications Assistance for Law Enforcement Act, including 2005 regulatory postings
- j. Michigan Department of Labor
- k. State and Federal Anti-Discrimination Law
- l. Others having jurisdiction

5.27. Project Management.

All proposals shall provide a comprehensive project management plan and schedule for the entire project. The vendor shall provide a reasonable and attainable system installation schedule based upon major activities that will occur after the contract is awarded. This will include project and site milestones, testing, training and system implementation completion.

5.28. Payment Schedule

Payment terms will apply to the purchase of goods and services defined as part of this Contract based on project milestones.

The Vendor may propose a payment schedule for GLB's consideration; however, any final payment terms must include a minimum of 10% to be paid upon formal acceptance. GLB will not provide a down payment as part of payment terms.

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5.29. Final System Acceptance

Once the installation has been completed, acceptance testing shall be performed upon the system following its cutover. This test and verification period, if successful, shall consist of thirty consecutive days of normal traffic load with no major component failures and no major alarms. GLB shall accept the installed system after a signed letter of official system certification with successful acceptance test results, accompanied by four sets of as-built documentation provided by the Vendor, is received and accepted by GLB.

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6. General Requirements

With submission of a proposal, the Vendor understands and agrees to the following:

1. GLB's members will have no financial or other legal obligation to the Vendor for the project at any time and GLB will not have a legal obligation to the Vendor until such time as it signs a written contract approved by its legal counsel.
2. It shall be the responsibility of the Vendor to design, furnish, install, and test all hardware and software as outlined in this RFP.
3. This RFP is intended to represent a functional description and performance criteria for systems required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
4. The Vendor accepts any available blueprint and/or site plans provided by GLB as guidelines only, and accepts that the plans are not guaranteed to be an accurate representation of all conditions.
5. The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this RFP. Costs associated must include any overtime for pre-installation, installation, and cutover work that may occur. Cutover work will need to be carefully scheduled and performed with minimal disruption to GLB operations.
6. The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this RFP, at no additional cost to GLB.
7. Installation of all equipment, conduit, wiring, and any necessary cabling shall be the total responsibility of the selected Vendor. The Vendor shall have total responsibility for system compatibility and successful performance. Vendors shall verify that the existing equipment room and dispatch areas are sufficient for the proposed system. Any PSAP preparation and/or modifications shall be clearly outlined in the submitted proposal.
8. The Vendor shall include all equipment, installation, maintenance, and training needed to provide the GLB with a fully operational WAN.
9. It is understood by GLB that the implementation of this project will likely to take many weeks to complete. The vendor will meet with all parties involved to develop a plan and schedule for the project prior to commencement of any work.
10. Vendors are also required to explain the core architecture of your network which includes identifying all "single points of failure" in your core environment.

Great Lakes Bay 911 Consortium

Next Generation 9-1-1 WAN - Request for Proposal

7. Background

The GLB PSAP's are manned 24-hours per day, 365 days per year and process all emergency and non emergency calls for their service area. The PSAP's handle approximately 300,000 calls each year, of which approximately 150,000 are 9-1-1 emergency calls.

Presently the PSAP's do not have any WAN connectivity to each other with the exception of the Midland County 911 primary site and the Midland County 911 Backup site which are connected by MCoNet fiber.

8. Emergency Services IP Network (ESInet) Technical Requirements

The requirements in this section are designed to ensure the suitability of the network for the purpose of transporting NG9-1-1 services and other Public Safety Applications. The proposed ESInet infrastructure shall be an open standards based, private, secure, extensible and highly available IP network.

An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all Public Safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services.

The below ESInet technical requirements reference the industry best practices per the National Emergency Number Association (NENA) i3 standards for the requirements and specifications for an ESInet.

1. Open Standards Based

The proposed network shall be based on open standards, such as IEEE 802 at ISO Layer-2, and IP and TCP, as defined by the Internet Engineering Task Force (IETF) in the applicable RFCs, at ISO Layer-3 and above. The Vendor shall specifically identify if any portion of the solution is considered proprietary.

2. Emergency Services Internet Protocol Network Suitability

The proposed ESInet shall be suitable for transporting emergency calls and associated data for all NG9-1-1 applications.

3. Emergency Services Internet Protocol Network Interconnections

The ESInet shall interconnect the host controllers placed at Bay and Midland County PSAP's. The host controllers shall interconnect all the sites listed in the attached diagram.

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4. Bandwidth Growth

The proposed ESInet shall be able to accommodate growth of bandwidth, interconnection to additional sites in Michigan and interconnection to a state-level ESInet in the future. The proposed ESInet shall support such future growth and interconnections with minimum impact on the proposed infrastructure through incremental additions to the existing network.

5. Real Time Monitoring

The proposed IP network shall be monitored in real time for the satisfactory operation and security of all significant components and required performance parameters. The GLB or its designated representative shall be able to ascertain the status of major IP network elements by viewing a status map or display with a Web browser which is connected to the ESInet, or via a similar tool or mechanism.

6. Provision of Network Facilities

Vendors shall provide, directly or through subcontractors, the network (layer 1/2/3) facilities, to interconnect to the specified sites. Vendors shall disclose the Layer-1, Layer-2 and Layer 3 technologies and topologies that they intend to deploy by providing network diagram(s) and text that show and explain these implementation details. Diagrams should be high level, not complete network diagrams showing all network sites and should be in hard copy as well as electronic format.

a. Network Diagram Clarity

Network Diagrams shall display enough information about the core network and about each unique type of site connection so that the topology and design and the selection of the Layer-1, 2, and 3 technologies are clear.

b. Network Diagram and Narrative Information

Network diagrams and narratives shall provide sufficient information so technical reviewers can identify how the design meets the requirements and intent of this RFP. The drawings, narrative or tables shall convey all points-of-interconnection (POIs) and/or hub locations.

7. ESInet Architecture Overview

The GLB does not prescribe how the Vendor shall implement the IP network. The GLB's view of the ESInet is at OSI Layer-3, that is, the delivery of IP packets between nodes on the network. Vendors will propose Layer-1 (copper, fiber, wireless, etc.) Layer-2 (High-Level Data Link Control [HDLC], Asynchronous Transfer Mode [ATM], Multiprotocol Label Switching [MPLS], etc.) and Layer 3 technologies, which will deliver the most reliable and effective solution.

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8. Scalability – Expansion Requirements

The overall design shall scale with respect to bandwidth, additional sites and interconnection with other ESNets. The design shall accommodate expansion without wholesale replacement of network components, fork lift upgrades or excessive non-incremental costs. For example, if increasing bandwidth requires replacement of all Core Network routers, then this requirement has been violated. However, if the addition of a site requires installation of additional interface cards and site-specific routers, or even the addition of a core router that can be shared among several additional sites, then this will be considered normal incremental cost, and this requirement will still be satisfied.

9. No Single Point of Failure

The failure of any single component shall not interrupt the network to deliver IP traffic between interconnection points, to deliver IP traffic to redundant sites or to maintain the operation of network services such as network monitoring services.

Reliable links (fault tolerant) - No single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.

In order to comply with the no single-point-of-failure requirement, each vendor shall have its own demarcation, shared demarcation will not be permitted.

10. Scalability Diagrams and Narratives

Vendors shall demonstrate, through the diagrams, narratives and pricing, how expansion can be realized within the proposed network design. This narrative shall explain changes or upgrades to proposed components of the network that would be required to accomplish this.

a. Architectural Survivability

The Core Network and connected sites shall be able to survive the total destruction, such as by fire or flood, of any one Core Network site, such as a switching center, data center or POI site.

b. Network Diversity

The proposed network shall incorporate service provider and/or facility/media diversity wherever it is economically reasonable to do so. The Vendor shall identify cost estimates for complete diversity.

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c. Diversity Requirements

Where economically available, the network core solution and redundantly connected sites shall include physically diverse routes and physically diverse building entrances. The Vendor shall identify cost estimates for complete diversity.

d. Non-Diverse Network Elements

Any network elements that are not provisioned with physical diversity shall be disclosed and explained in the proposal.

11. Network Availability

Assuming full redundancy has been implemented at all sites and ignoring possible diversity limitations, the proposed Core Network shall be designed to provide up to 99.999 percent availability to all sites as measured monthly. Vendors may be required to defend their claim of a up to 99.999 percent design by producing statistics on mean-time-between-failures and other data on critical network elements together with a risk analysis.

12. Service Level Agreements

Vendor provided service level agreements (SLAs) shall specify the performance requirements for the network as actually deployed at any time. Vendors shall disclose risks to achieving high availability of 99.999 percent in their proposed solution.

13. Network Performance Requirements

There are performance requirements related to the network that must be maintained as listed below and in appendix B.

- **Packet Loss should be less than .5 percent.**
- **Jitter must be maintained at less than 5ms.**
- **Latency should not exceed 40ms.**

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14. Network Upgrades and Maintenance

The proposed Core Network and redundantly connected sites shall not be adversely impacted by down time for planned maintenance. It is acceptable that individual components or elements have down time for planned maintenance.

The proposed solution will provide synchronous bandwidth for all links.

- Between the host controllers located at Bay and Midland, there is a need for a minimum of 10 Mbps.
- From Tuscola to either of the host controllers, a minimum of 5 Mbps is needed.
- From Huron to either of the host controllers, a minimum of 5 Mbps is needed. (pending approval)
- From Iosco to either of the host controllers, a minimum of 5 Mbps is needed. (pending approval)
- Between the host controllers and all backup sites, a minimum of 5 Mbps is needed.

15. Site Demarcation

At each site, the local area network demarcation point shall be two redundant (UTP) Ethernet ports.

16. Ethernet Failover

The Vendor shall list and describe the Ethernet port fail-over scheme.

17. Internet Protocol Addressing

The proposed IP network infrastructure shall support and route both an IP version 4 (IPv4) address space and an IP version 6 (IPv6) address space as two “virtual” but independent networks. Alternatively, the IPv4 network may be encapsulated in the IPv6 Core and Access networks.

19. Internet Protocol Version 6 Address Space

The Vendor shall obtain/provide an IPv6/48 allocation for the ESInet.

20. Emergency Services Internet Protocol Network Allocation

The IPv6 allocation shall be announced by at least two routers in the Core Network.

21. Internet Protocol Version 6 /64 Block Assignment

The Vendor shall assign one IPv6 /64 block to each site as a subnet of the /48 announcement.

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22. Subnet Number Assignments

The subnet number for each site assigned prior to deployment shall be reported to the GLB.

23. Core Network Provisioning

The Core Network, including links to routers located at the sites, shall be provisioned with IPv6 addresses from the announced /48 block.

24. Network Static Addressing

The proposed network shall be statically addressed at all major network interfaces, such as router interfaces.

25. “Loopback” Interface

A “loopback” interface with a static IPv6 address shall be assigned to each network element that is capable of IP administration, such as a router, switch or server.

26. Conducting Network Monitoring

To the maximum extent possible, network monitoring and administrative functions shall be conducted via the IPv6 network. Vendors shall highlight their IPv6 capabilities.

27. Internet Protocol Version 4 Specific Functions

Vendors shall list network functions, such as monitoring or administrative functions, that they can only perform using IPv4. The selected Vendor may be required to work with entities that presently implement only IPv4 addresses to assign a suitable IPv4 address to their Ethernet demarcation connection and to tunnel or route IPv4 addresses outside the private IPV4 space through the network to other sites, as needed.

28. Internet Protocol Routing

The GLB requests Open Shortest Path First (OSPF) as the dynamic IP routing protocol. Vendors may present other solutions for consideration, provided the solution is open standards-based and is supported on Linux, Microsoft and Unix hosts.

28. Internet Protocol Packet Delivery

The IP routing protocol shall provide for the delivery of IP packets from any IP address to any other IP address within an address space in the ESInet, or to any connected IP network, or to reachable IP networks via a connected IP network.

30. IP Routing Problem Resolution

The selected Vendor shall work with the operators of interconnected IP networks to resolve IP routing problems as a feature of the supplied service.

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31. Automatic Internet Protocol Rerouting

The IP routing protocol shall be set up to provide automatic IP rerouting in the event of a failure of any network facility or component.

32. Network Stability

The dynamic routing protocol shall be configured (tuned) to mitigate IP route instability in the network.

33. Loss of Bandwidth

The dynamic routing protocol shall be configured to prevent serious loss of bandwidth due to routing table updates or other harming behavior in the presence of a flapping device or other such intermittent problem, while still providing automatic rerouting as quickly as is reasonably possible.

34. Internet Protocol Routing Protocol Implementation Narrative

The Vendor shall provide a short narrative describing the IP routing protocol implementation. This narrative shall describe how the network responds to various failure scenarios and how route instability in the network is avoided.

35. Quality of Service

The proposed network shall implement a QoS function that can assure timely delivery of Real-time Transport Protocol (RTP) packets even in the presence of network congestion from other non-real-time protocols, up to the limit of the available bandwidth. A differentiated services (DiffServ) QoS scheme is requested.

a. Non-Real Time Traffic Prioritization

The QoS system shall also be able to prioritize other non-real time traffic, such as Session Initiation Protocol (SIP), if needed.

b. Real-time Transport Protocol Streams

Quality of Service support for RTP streams shall be configured into the network. The design shall minimize excessive latency and jitter.

c. Bandwidth Sharing

The proposed QoS or IP routing scheme shall ensure that a specific RTP session does not "share" bandwidth on redundant links. This requirement is to ensure that RTP packets in user datagram protocol (UDP) streams do not arrive at the destination out-of sequence should the redundant links have considerably different latencies.

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d. Traffic Prioritization Narrative

Vendors shall provide a brief narrative overview of how they prioritize traffic across the network. Any interaction between the QoS implementation, IP routing or other traffic engineering/shaping/policing such as VLAN's or packet tagging shall be well documented and explained.

36. Network Address Translation

The use of Network Address Translation (NAT) within the proposed IP network is prohibited within this design.

37. Network Broadcast Multicast:

The proposed IP network shall support DHCP/Relay/Forwarding from all subnets to all other subnets, support DNS Caching/Forwarding from all subnets to all other subnets, support Multicast traffic between all subnets to all other subnets and support the ability to block some subnet's multicast traffic from reaching other subnets.

38. Network Monitoring

The WAN which will support the ESInet transport infrastructure shall be monitored on a 24x7x365 basis.

a. Simple Network Management Protocol Version3 Support

All IP manageable network hardware shall support the Simple Network Management Protocol version 3 (SNMPv3) specification for performance monitoring via standard management information base (MIB) objects.

b. Network Fault Monitoring

Fault monitoring shall detect and log IP network problems, notify the network operator, and depending on severity and policy, provide timely notification of designated PSAP official and GLB staff. Examples of such network problems include failed circuits, equipment or network functions. If the failure is transitory or immediately corrected, notification is not required, but all events shall be logged and included on required reports.

c. Network Performance Monitoring

Performance monitoring shall measure the variables that affect network performance.

d. Information Retrieval

Vendors shall describe how their monitoring solution stores information for reporting and subsequent retrieval purposes, including any requirements for accessing such features by the GLB.

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e. Network Operations Center

The Vendor shall utilize a Network Operations Center (NOC) which is staffed to support 24x7 restoral or mitigation of incidents.

f. Trouble Ticket System

The Vendor shall have a 24x7x365 trouble ticket system. The Vendor shall describe the system's capabilities and procedures involved in generating, resolving and reporting on trouble tickets for all (network, PSAP, training, reports, etc.) problems. In addition to supplying a 24x7 toll free number, the Vendor shall also describe other methods of generating (email, text msg., etc.) and acknowledging trouble tickets.

39. Managed Network Services

The Vendor shall describe their Managed Network Services (MNS) system, including, but not limited to:

- Operating system updates
- Anti-virus software
- Security software
- Applications software
- Disaster recovery
- MNS services that are out-sourced
- GLB access to view system status

a. Vendor Contact Number

The Vendor shall provide a 24x7x365 toll free number accessible to authorized personnel, as determined and authorized by the GLB. The use of the network monitoring system does not preclude the GLB from installing and using its own monitoring system for remotely monitoring PSAP equipment, using the IP network for remote environmental monitoring of connected sites, or for other such applications.

b. Response Times

Twenty-four hour technical and maintenance support shall be available with a response time, on site, of no more than two (2) hours for major failures. This support shall be available 7x24x365. A complete listing of all warranties including systems and equipment, detailing what is included and what is not included shall be provided. The Vendor shall specify the number of trained technicians locally available.

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c. Network Configuration and Change Management

Vendors shall concisely describe the process and/or SOP that they use for making changes to the network and/or its configuration. Changes may include adding a connection, re-provisioning a circuit, or changing a QoS priority.

d. Root Cause Analysis

In the event of a critical or major outage, the Vendor shall provide GLB staff with a root cause analysis within five business days. A Root Cause Analysis (RCA) shall be provided upon request for minor outages.

e. Trouble Shooting Tools and Techniques

Vendors shall describe the tools and techniques at their disposal to perform troubleshooting and post-event analysis.

f. Scheduled Maintenance

The Vendor shall provide a schedule of preventive maintenance activities, their frequency and strategy to continue network functionality during maintenance activities.

g. Maintenance Standard Operating Procedure

Any maintenance by Vendors, including upgrades to the network, shall be conducted in accordance with a mutually determined SOP.

h. Remote Location/Back-Up

The Vendor shall assure that a remote location and its designated back up are not affected at the same time.

i. Support Logs

The Vendor shall use support logs to drive the development of solutions to recurring issues.

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40. Standards

Security in the ESInet shall be in accordance with the requirements below and any security policy as approved by the GLB. The GLB may modify the security policy at any time at its sole discretion.

Vendors shall have general knowledge of IP network security systems, and the standards found in these documents:

NENA NG-SEC Document 75-001

NENA i3 Technical Requirements Document 08-751

NENA Detailed Functional and Interface Standards for NENA (i3) Solution Stage 3, 08-003

a. Access Control

The Vendor's security management solution shall control access to network resources according to public safety network security guidelines to prevent sabotage and the compromise (intentional or unintentional) of sensitive information.

b. User Monitoring

Security management shall use Public Safety network security standards to monitor users logging into the network resources and refuse access to those who enter inappropriate access codes.

c. Security Techniques and Protocols

The proposed network shall support standard security practices that may include the use of anti-virus software, virtual local area networks (VLANs), VPNs and secure sockets layer protocols.

d. Logically Separated Next Generation 9-1-1 Local Area Networks

Any LAN(s) supplied and installed at a PSAP is intended to be a limited access and secure LAN(s). Such LANs shall not be interconnected with any other LAN(s) at the PSAP.

e. Physical Port Protection

Any empty, spare or otherwise unused Ethernet ports on equipment (such as routers and switches) supplied as part of this RFP shall be administratively disabled at the time of ESInet and NG9-1-1 service is commissioned.

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f. Other Network Qualification

Any IP network authorized by the GLB to connect to the ESInet shall be required to comply with standards, including the security standards, and demonstrate compliance through an initial and recurring audit.

g. Security Logging

Security events, including failed logins, and other security events must be logged. The Vendor shall describe how they will monitor and log the ESInet for security violations, and what activities will be logged.

41. Transient Voltage Surge Suppression

In addition to primary protection, secondary Transient Voltage Surge Suppression (TVSS) shall be installed.

a. Copper Pairs

All copper pairs entering the building shall be provided with secondary TVSS protection.

b. Transient Voltage Surge Suppression Device Protection

Transient Voltage Surge Suppression devices shall protect all incoming and outgoing equipped ports that are or could be connected to wireline or wireless facilities. These facilities include central office (CO) plain old telephone service (POTS), 9-1-1 trunks, T1/DS1 facilities or GLB owned CPE and facilities.

c. Installation Kit

The Vendor shall include an installation kit including all ground bars and ground wiring for installation at each site for the Vendor's equipment. Vendors may assume a suitable ground exists. If it does not exist, a suitable acceptable ground shall be provided by the PSAP.

d. UL497A Requirements

The device shall meet UL497A requirements and shall have an operational indicator to alert maintenance personnel that the device has been utilized, failed or that the circuit is unprotected.

e. Manufacturer's Warranty

The secondary TVSS shall have a minimum of a one year manufacturer's warranty.

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40. Spares

Vendors shall describe their spares program including stocking levels and locations and the time required for an on-site field technician to access a spare. The role of the GLB, if any, in spare stocking or access shall be explained.

41. Current and New Equipment

Only new equipment shall be considered. Refurbished or used equipment shall not be considered as part of the proposed solution. Vendors may submit an additional response for using existing PSAPs equipment that has been previously installed.

42. Hardware Age and Support

The GLB requires that proposed hardware be of current manufacture and fully supported.

43. End of Maintenance/Support Equipment

Equipment that has been announced as end-of-sale within one year of installation is not acceptable.

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APPENDIX A:

PROPOSAL FORM

OWNER: Great Lakes Bay 911 Consortium

PROJECT: Next Generation 9-1-1 WAN
RFP GLB2015-1

Name of Vendor: _____

Vendor Representative: _____

Address: _____

Telephone #: _____

Fax #: _____

Email: _____

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PROPOSAL

Pursuant to and in compliance with the Request for Proposal and the Contract Documents relating to the NG 911 WAN for a term not less than five years, the Undersigned agrees to enter into an Agreement in a commercially reasonable form to be approved by GLB's legal counsel for the Stipulated Sums as listed below.

NG 9-1-1 WAN – Midland Primary

A. Price per month with (5) five year contract

_____ Dollars

(\$ _____)

NG 9-1-1 WAN – Bay Primary

B. Price per month with (5) five year contract

_____ Dollars

(\$ _____)

NG 9-1-1 WAN – Tuscola Primary

C. Price per month with (5) five year contract

_____ Dollars

(\$ _____)

NG 9-1-1 WAN – Huron Primary

D. Price per month with (5) five year contract

_____ Dollars

(\$ _____)

NG 9-1-1 WAN – Iosco Primary

E. Price per month with (5) five year contract

_____ Dollars

(\$ _____)

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NG 9-1-1 WAN – Midland Backup

F. Price per month with (5) five year contract

_____ Dollars

(\$_____)

NG 9-1-1 WAN – Bay Backup

G. Price per month with (5) five year contract

_____ Dollars

(\$_____)

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ADDENDA:

The undersigned has included in the Proposal the modifications to the work described in the following addenda issued subsequent to the Request for Proposal and received prior to this submission.

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Great Lakes Bay 911 Consortium

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PROPOSAL SIGNATURE:

The undersigned agrees to execute a contract for the Work covered by this proposal in a commercially reasonable form to be approved by GLB's legal counsel provided he or she is notified of its acceptance with ninety (90) days of the proposals due date. The contract shall incorporate by reference the information and promises contained in the RFP response.

Date: _____

Name of Vendor _____

Signature _____

Print name _____

Title _____

Witnessed in Presence of:

Signature _____

Print name _____

Date: _____ Title _____

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I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we understand that GLB's members will have no legal or financial obligation for this project and that GLB will not be legally bound until it signs a contract approved by its legal counsel.
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by GLB without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the GLB whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that GLB will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of GLB, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature _____

Print name _____

Date: _____ Title _____

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AMERICAN MADE PRODUCTS & SERVICES:

GLB endeavors to buy products made in the United States of America whenever an American made* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product. Vendors are requested to bid American made products and/or service whenever available. Vendors may bid foreign made products or services when:

- 1.They are specified.
- 2.As an alternate as long as they are technically acceptable.

Each vendor must check the appropriate box for the products and/or services proposed. IF NOT CHECKED YOUR PROPOSAL MAY BE CONSIDERED INVALID.

_____ Yes, meets the definition of American made products or services.

_____ Are foreign made and/or foreign services.

*More than 50% of the product is manufactured or assembled in the United States.

VENDOR EXPECTATIONS

Please list any sections and subsections that you cannot meet the terms and/or requirements in this document and provide an explanation of the exception(s). Please use additional pages if needed.

Great Lakes Bay 911 Consortium

Next Generation 9-1-1 WAN - Request for Proposal

APPENDIX B:

