



Request for Proposal

VOIP Telephone System

August 21, 2013

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1. Introduction

The Maine Public Employees Retirement System (MainePERS) is seeking proposals for the design, installation, configuration, and support of a fully redundant telephone communications system supporting Voice over Internet Protocol (VOIP). The telephone system will be in use in offices in Augusta and Portland and a disaster recovery site within the State of Maine.

The telephone system shall deliver the same features and functionality at all sites and provide automatic failover in the event of a service interruption. This system is to replace an existing NEC phone system.

2. Administrative Items

2.1 Point of Contact

From the issue date of this RFP until the selection of a contractor, contractors are not allowed to communicate, for any reason, with any MainePERS employee regarding this particular procurement, except through the Point of Contact named herein. For violation of this provision, MainePERS shall reserve the right to reject the proposal of the offending contractor.

The point of contact for questions and all other contractual matters relating to this RFP is:

Ryan McArthur
Maine Public Employees Retirement System
46 State House Station
Augusta, Maine 04333-0046

Telephone: (207) 512-3186
FAX: (207) 512-3101
Email: ryan.mcarthur@mainepers.org

2.2 Proposal Submission

All proposals are due no later than 2:00 P.M. on October 2, 2013. All proposals should be sent to the following address:

Telephone System Technical Proposal 2013-001 or Telephone System Cost Proposal 2013-001
Maine Public Employees Retirement System
46 State House Station
Augusta, Maine 04333-0046

By submitting a proposal, the contractor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

2.3 Bidder Questions

There are two methods for submitting questions:

2.3.1 Written contractor questions relating to this RFP may be submitted to the Point of Contact named in Section 1.1 in writing through September 4, 2013. Email is the preferred method of communications. All written questions must include the name of the firm and the person submitting the questions.

2.3.2 During the bidders' conference oral questions will be allowed and non-binding answers will be provided (where possible).

A compilation of all questions (including any raised orally at the bidders' conference) and answers will be provided to all bidders attending the bidders' conference no later than September 11, 2013.

Contractors are cautioned that changes or revisions to the RFP will be accomplished only through the issuance of a written addendum. No verbal response at the bidders' conference will, by itself, change the requirements of the RFP. Contractors are also advised that questions about the RFP over the telephone will not be accepted.

2.4 Mandatory Bidders Conference

A pre-proposal bidders' conference will be held at 2:30 P.M., on September 4, 2013, at MainePERS, 96 Sewall Street, Augusta, Maine. Attendance, which is mandatory, is limited to two (2) individuals from each contractor's organization.

2.5 Right of Selection Selection/Rejection

MainePERS reserves the right to reject any or all proposals and to waive any minor informalities or irregularities contained in any proposal and to accept any proposal deemed to be in the best interest of MainePERS. Selection of a contractor's solution shall not be construed as an award of contract, but as commencement of contract negotiation, including but not limited to the contract price proposed.

2.6 Statement on Confidentiality

MainePERS, a Maine governmental entity, must adhere to Maine's Freedom of Access law. Documents (written or electronic) submitted in response to this RFP become public record upon submission. Documents in MainePERS' possession are subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

2.7 Contractor's Liability/Insurance

Upon execution of agreement, contractor and any sub-contractors shall comply with the insurance requirements outlined below:

The contractor and any sub-contractors shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the work described in this RFP. The contractor shall provide proof of insurance satisfactory to MainePERS prior to commencement of work and at all times thereafter as requested by MainePERS. Contractor agrees that permitting or causing coverage to lapse shall constitute a default of Contractor's obligations to MainePERS and a breach of Contractor's agreement with MainePERS. Contractor hereby agrees that, in the event it is selected to enter into a contractual relationship with MainePERS, it will agree to be liable for its breach of agreement, negligence, gross negligence, and intentional misconduct. The contractor shall pay the cost of such insurance; insurance shall meet or exceed the following:

- Comprehensive or Commercial General Liability - \$2,000,000
- Consultant's Errors or Omissions or Professional Liability - \$2,000,000
- Workers' compensation coverage as required by the insurance laws of the State of Maine

3. RFP Purpose

3.1 Objective of Procurement

MainePERS is soliciting proposals from solution providers to purchase and implement a digital telephone system providing voice systems and services. MainePERS will replace existing telephone systems, centralized voice messaging system, Private Branch Exchange (PBX), hand held telephones, and speakerphones at all locations. This acquisition will include IP or Voice over IP (VOIP) communication architecture and videoconferencing capability.

3.2 High Level Requirements

Phone system architecture should include the following:

- 3.2.1 Supported by highly qualified and reliable contractor with experience in complex VOIP implementations.
- 3.2.2 Product should be a commercial off-the-shelf (COTS), industry-standard based solution that is readily available with a history of proven installations with customers.
- 3.2.3 Adhere to open system industry standards.
- 3.2.4 Upgradable to new standards and features as they become accepted or available.
- 3.2.5 Easily maintained by administrators through standards based interface.
- 3.2.6 Telephones are easily used by the causal and routine consumer.

4. Agency Background

MainePERS, located in Augusta, Maine, is an independent public instrumentality of the State of Maine. MainePERS administers retirement and life insurance programs that cover more than 50,000 state employees, public school teachers, judges, legislators, and employees of municipalities and other public entities. MainePERS manages its services and programs with approximately 100 employees working in two separate office buildings. MainePERS maintains offices at 96 Sewall Street in Augusta and Four City Center in Portland, Maine and a disaster recovery “hot site” containing business continuity servers, at another site in Maine. MainePERS anticipates that it will move its Portland office from Four City Center to One City Center on or about January 1, 2014.

5. Facilities to be provided by MainePERS

MainePERS will provide working space for contractor staff members and network connections. Contractor staff must provide their own laptops and ensure that current anti-virus software meeting MainePERS requirements resides on every laptop connected to the MainePERS network.

6. Current Environment

MainePERS currently operates on an NEC 2000 IPS system operating on a TDM platform (internal) and utilizing VOIP for external and site to site communication. The system was installed in July of 2002. The NEC system consists of mixture of digital and analog services supporting approximately 100 users at locations in Augusta and Portland. Options include voice mail and call accounting. Support for analog faxing exists at all locations.

NEC 2000 IPS

- PBX Chassis located at 96 Sewall Street and Four City Center (FCC) in Portland.
- MPLS Connection between FCC and 96 Sewall (Data/Voice)
- 24 Ports of NEC NEAX Voicemail
- Tapit Call Accounting System
- Caller ID via PRI at 96 and FCC locations

Desksets consist of a mix of 8, 16 and 32 button NEC Dterm Series E model digital phones. Third party hands free and cordless headsets configured for multiple answering stations. Two primary reception console units with two secondary 32 button units configured with UCD routing. Basic conference bridge functionality linked via the voicemail system. Independent conference units by Polycom exist at all 4 locations.

MainePERS currently has CAT 5 cabling for data and CAT 3 cabling for voice, but anticipates installing new CAT 6 cabling in conjunction with this project. No wiring diagram exists for the current cabling.

7. Project Schedule

The current project schedule is described below. MainePERS reserves the right to modify the schedule at its sole discretion.

Date	Activity
August 21, 2013	RFP advertised
September 4, 2013	Bidder questions in writing due
September 4, 2013	Bidders conference
September 11, 2013.	Responses to bidder questions
October 2, 2013	Deadline for proposals
October 3-17, 2013	Initial review of proposals

Date	Activity
October 18, 2013	Questions to bidders from MainePERS
October 25, 2013	Bidders' response to questions due
October 29, 2013	Product demonstration/site visit invitations sent
November 4-15, 2013	Product demonstrations/site visits
December 10, 2013	Selection of finalist
December 27, 2013	Contract executed
February 1, 2014	Project Starts
June 2, 2014	Go live (or preferably earlier)

8. Selection Process and Requirements

8.1. Requests for Clarification

Upon review of proposals submitted by contractors, MainePERS may, at its discretion, submit to contractors written questions and requests for clarification relating to their technical and/or cost proposals. Contractors will be provided a reasonable period of time in which to submit written responses to MainePERS' questions and requests for clarification. Such question-and-answer exchanges may be repeated until MainePERS is satisfied that all contractor information necessary to enable a complete evaluation of proposals has been obtained.

All such written exchanges between MainePERS and the successful contractor and the provisions of this RFP will be incorporated by reference into the contract to be executed by the two parties and will survive the execution of the contract unless inconsistent with the terms of the contract.

8.2. Site Visits

At MainePERS' discretion, after the initial review of proposals, contractors may be required to provide demonstrations or site visits at office locations of one or more references containing equipment similar to that being proposed. If demonstrations or site visits are required, they will occur between November 4 and 15, 2013.

MainePERS reserves the right not to conduct demonstrations or site visits.

8.3. Administrative Application Architecture

The solution must make effective use of screens in order to maintain user friendliness.

The solution must have the ability to perform the following:

- Ease of integration of applications and application services
- Be responsive to changing business need
- Be responsive to changing industry standards
- Robust reporting capabilities

8.4. Network Architecture

The solution must support the following network environment:

- Support data transfer rates of up to 1 Gbps (Giga bits per second)
- TCP/IP network protocol
- Wireless protocol support

8.5. Technical Architecture Requirements

8.5.1 Fax Messaging

The system will support unified messaging and communications solution including options for an integrated fax solution. The proposal should confirm compliance and describe the fax capabilities supported with the proposed solution.

8.5.2 Encryption

The VOIP solution being proposed must support encryption. The proposal should describe encryption features in compliance with industry standards and best practices.

8.6 Call Accounting

Describe call detail recording (CDR) features of the system including call accounting applications.

8.7 Accessibility Architecture

Describe Accessibility architecture and features of the system.

8.8 Operational Requirements

8.8.1 The proposed system is to be available 99.99 percent and should be operational 24 hours a day, 7 days a week, and 365 days a year, with up to 4 hours of downtime per year.

8.8.1 Diagnostics

The system must provide integrated diagnostic capabilities and alarms inherent within the system for routine system monitoring, remote diagnostics, and remote repair capabilities. The proposal should describe standard and optional diagnostics.

8.9 Scalability Requirements

The solution must be able to meet telephone call growth demand and keep current with industry standards for a period of 10 years. The system must support multiple sites with centralized management.

8.10 Standards Requirements

8.10.1 Adherence to industry standards is a key ingredient to flexibility. As key system components are enhanced or replaced (e.g., middleware), it is important for the contractor solution to support interoperable components, without forcing custom, proprietary design complications.

8.10.2 The proposal should describe the adherence to industry standards within the proposed solution, across each of the main component areas (i.e. platform, database and middleware). Sample standards-based components would include H.323, 802.1p and 802.1q, TAPI, MGCP, LDAP, ANSI SQL, XML, NFPA 70, etc.

8.10.3 The responsibility to identify all codes, standards and/or agencies having jurisdiction over any implementation practice will be the sole responsibility of the primary contractor regardless of subcontractor involvement. At a minimum, the execution of this RFP and all acts of the contractor selected to perform work described herein, shall conform with and/or the following guidelines:

8.10.3.1 Federal Communications Commission (FCC)

8.10.3.2 Occupational Safety and Health Administration (OSHA)

8.10.3.3 Electronic Industries Association (EIA)

8.10.3.4 American National Standards Institute (ANSI)

8.10.3.5 National and Local Electric Codes, including NFPA 70

8.10.3.6 City ordinances as applicable

8.10.3.7 BICSI Telecommunications Distribution Standards

- 8.10.4 The contractor's proposal should identify all non-standard, proprietary components of the proposed solution that would necessitate contractor involvement in integration or prove an obstacle to integration with a standards-based environment (e.g., non-standard messaging, proprietary calls, non-standard database calls, etc.) and describe your methodology for addressing them.

8.11 Hardware Requirements

- 8.11.1 The contractor's proposal should clearly describe all telephony and computer hardware components comprising the contractor's solution. The proposal should clearly identify the component features, options, and use in the overall solution. This section should clearly illustrate the design of the system from a hardware perspective.

8.12 Telephone System Requirements

- 8.12.1 Handsets/Headsets – Industry standard, non-proprietary handsets and transportable wireless headsets for employees who require hands free capability.
- 8.12.2 Highly User Friendly Voicemail
 - 8.12.2.1 Routine greeting and alternate greeting
 - 8.12.2.2 Ability to change, record, or activate a new personal greeting remotely
 - 8.12.2.3 Ability to change, record, or activate a new system greeting remotely
 - 8.12.2.4 Message waiting light or display
 - 8.12.2.5 Support for remote mailbox message retrieval
 - 8.12.2.6 Support ability for users to transfer callers directly into voicemail, bypassing the associated telephone.
 - 8.12.2.7 Ability to exit voice mail systems by pressing "0" and transferring to departmental assistant.
- 8.12.3 Unified Messaging
 - 8.12.3.1 Ability of voice mail system to provide Unified Messaging integration with Microsoft Exchange 2010 or latest release version.
 - 8.12.3.2 The system must have the capability to add options for more advanced voicemail productivity services such as fax on the desktop and XML message delivery.
 - 8.12.3.3 Telephone system must support Outlook address book dialling and API's available for dialling from other software.
- 8.12.4 Video Conferencing – ability to conduct video conferencing and support Skype and similar services
- 8.12.5 Support for Soft Phones
- 8.12.6 Seamless user experience between Augusta and Portland offices with identical functionality and call quality

8.13 System Administration Requirements

- 8.13.1 The system must contain a secure, centralized point of administration for all sites. The desired system will allow the Information Technology department to manage the system with a minimal amount of telephone knowledge. System administration requirements include:
 - 8.13.1.1 Ability to securely administer system, for all sites, through the MainePERS LAN and WAN.
 - 8.13.1.2 Ability to run diagnostic checks, perform backups and restore data including telecom database, voicemail, voicemail/email messages, and end-user data.
 - 8.13.1.3 Ability to perform remote administration from anywhere on the network.
 - 8.13.1.4 Ability to build/modify call groups and add / change end-user telephone services from anywhere on the network.
 - 8.13.1.5 Ability to facilitate the identification of any misuse and to log appropriate information for evidentiary purposes with the ability to archive.
 - 8.13.1.6 Measure telephone traffic and determine call volume by department or phone.
 - 8.13.1.7 Insure that no audit data can be deleted.
 - 8.13.1.8 Allow for the extraction of audit log information for display and reporting purposes and permit the filtering of data to allow for the generation of useful security reports.

8.14 Call Accounting

The system must have the ability to perform call accounting functions and generate screen display and/or reports of usage. Mandatory call accounting features are listed below. Additional features are welcome and encouraged.

- 8.14.1 Number of answered incoming calls
- 8.14.2 Number of unanswered incoming calls
- 8.14.3 Number of incoming and outgoing calls by person, business unit, and for the organization.
- 8.14.4 Ability to flag call type when placing an outgoing call
- 8.14.5 Number of busy signal calls, never entering the system
- 8.14.6 Number of times voice mail takes a message during business hours
- 8.14.7 Number of abandoned calls (i.e. caller hangs-up while in queue or on hold)
- 8.14.8 Number of call rings unanswered during business hours
- 8.14.9 Number of seconds of wait time for the call to be answered after initial transfer
- 8.14.10 Number of callers transferred after first contact, excluding some employees (e.g. receptionists)
- 8.14.11 Number of seconds calls are placed on hold after reaching destination employee

8.14.12 Ability to classify calls into user-defined categories at conclusion of call.

8.15 User Sign-On Regulation for Administrator Application

8.15.1 The system must have the ability to adhere to user-driven standards of security with regard to user id's and passwords, including but not limited to:

- 8.15.1.1 Strong passwords, password expiration after an administratively defined period of time and prevention of password reuse
- 8.15.1.2 The masking of passwords during entry
- 8.15.1.3 Password reset capabilities

8.16 Transition Management

A controlled and well managed transition to the new solution is critical for success. While the actual management of the transition relates to the project management capabilities of the team, MainePERS is interested in working with a contractor that truly has a well-defined, well documented, previously-successfully utilized strategy.

To address how transition management issues can be minimized within the new solution, the proposed solution must ensure that:

- The contractor performs the actual transition and physical changes from current telephone system to new telephone system.
- The contractor commits to being on site during transition periods and being available to assist in a timely manner with any issues that arise

The proposal should describe the contractor's approach in detail.

8.17 Concept of Operations Document

As the first deliverable product, the contractor will provide a Concept of Operations document describing the characteristics of the proposed system from the telephone user perspective. The document should be written in a user-friendly manner and free of nomenclature not commonly in use by non-technical people. The document should be fifty pages or less while fully describing the complete system.

8.18 Weekly Status Reports

During all phases of the project, from beginning to final system acceptance, the contractor will submit detail status reports on a weekly basis. The status report shall identify tasks undertaken since the last report, tasks completed, anticipated tasks for the following week, and slippage in

the project work plan or delivery due dates. The status report should include an updated copy of the progress made since the last report.

8.19 Training

The successful bidder will conduct end-user training, tailored specifically to the proposed components (e.g. telephone user, soft, attendant position, etc.). Please describe end-user training available and identify what is included in the proposed solution. Training should include system administrative, switch board, and general usage.

8.20 System Implementation Contingency Plan

The successful bidder will produce an implementation contingency plan that will provide details steps allowing fall back to the existing system.

8.21 Testing

The successful bidder will produce a comprehensive testing plan covering all aspects of the system usage and administration leading to user system acceptance.

8.22 Reporting

- 8.22.1 Ad-hoc reporting. The proposed system should have the ability to produce real-time and historical reports from across the network. The system should provide the ability to adjust the amount of detail and sort information to be presented.
- 8.22.2 Real-time reporting. The telephone system desktop application must provide ability to view real-time performance in summary and detail levels from across the network. Information displays must provide current call, group, and queue status, as well as active call status. Supervisors would be able to monitor specific calls or groups and view information.
- 8.22.3 Historical reporting. The proposed system must have the ability to generate reports recording call “events” (i.e. routing, transfers, connections, etc.) and all connection “events” (i.e. calls in, calls out, transfers, reason codes, dialled numbers, etc.) and their durations from the time a call enters connection to disconnection. Reporting should be available from across the network.

8.23 Disaster Recovery Planning

For Business Continuity purposes, MainePERS desires the ability to operate the telephone system at the disaster recovery site. The contractor must confirm its agreement that MainePERS will be permitted to utilize all features in the proposed solution at the disaster

recovery sites should the Augusta 96 Sewall Street facility not be available. As part of user acceptance testing, the successful bidder must demonstrate fall-over to the DR site.

8.24 Cabling Option

MainePERS may or may not wish to include cabling in the contract with the successful bidder. Contractors are encouraged to include a discussion of the contractor's cabling capabilities and a discussion of pricing for CAT 6 cabling. Cabling proposals will not be evaluated as part of the contractor selection process.

Contractors should understand that a wiring diagram is not available for the existing network. Contractors should also consider other network upgrades to accommodate the increase of network through-put resulting in the VoIP solution.

For contractors proposing a cabling solution using a sub-contractor, MainePERS will only consider reputable sub-contractors with significant experience installing CAT 6 low voltage data and voice cabling in similar size or larger office buildings.

9. Contractor Proposal Format

This section sets forth the format that all contractors must follow in developing their proposals in response to this RFP. Proposals that vary from this prescribed format may be judged non-compliant and removed from consideration. The contractor must understand that MainePERS' request in this vein is not arbitrary; rather it is designed to enable the evaluation team to compare, in as straightforward and consistent manner as possible, the contents of all proposals. Thus, it is in the contractor's best interest to organize its proposal as described below.

Contractors are to submit separately bound and packaged Technical and Cost Proposals. **No cost information is to be included in the Technical Proposal.**

The proposals are to be prepared on standard 8½" x 11" white paper. All proposals are to be page-numbered from first page to last, with the permitted exception of attachments to the proposal. A Table of Contents must be included. Foldouts containing charts, spreadsheets, and other necessary supporting documentation are permissible, but must be held to a minimum.

An individual authorized to bind the respondents to its provisions must sign proposals. The proposal must remain valid for at least one hundred eighty (180) calendar days from the proposal receipt deadline.

Five (5) "hardcopy" originals of the Technical Proposal are required. In addition, the contractor must provide one (1) CD, containing the Technical Proposal in electronic ("soft copy") form, readable and searchable by Microsoft Word, Excel, or Adobe Acrobat Reader. Please include one paper copy containing the Cost Proposal and one (1) CD containing in electronic ("soft copy") form, readable and searchable by Microsoft Word, Excel, or Adobe Acrobat Reader. The contractor must submit two CDs, one CD containing a Technical Proposal and the other CD containing the Cost proposal. The CDs must be clearly labelled so as to be easily identifiable as containing the Technical Proposal or Cost Proposal.

9.1 Technical Proposal Specifications

The organization and content of the contractor's Technical Proposal must conform to the outline set forth below. Section numbering of the contractor's proposal must agree with the outline. Following the outline below is a description of the information that must be included in each section and subsection of the proposal.

9.1.1 Mandatory Proposal Table of Contents

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Attachment 3	System License Agreement
Attachment 4	Menus and Screen Snapshots
Attachment 5	List of Standard Reports
Attachment 6	Sample Reports

Specific contents to be included in each section of the contractor's proposal are discussed in detail below.

9.1.1.1 Proposal Letter

A Proposal Letter must be included and be signed by a person authorized to legally bind the company.

9.1.1.2 Table of Contents

Each page of the proposal must be numbered and each of the section headings listed is to appear in the proposal Table of Contents.

9.1.1.3 Section 1.0 General Information

General information may be provided in this section that may not be covered in the following subsections.

9.1.1.4 Section 1.1 Contractor Certifications and Affirmations

In this section, the contractor must include the following information, certifications, and statements of affirmation:

- The name, phone number, e-mail address, and fax number of a contact person who has authority to answer questions regarding the contractor's proposal.
- A list of all subcontractors, if any, that the contractor will use on the project if the contractor is selected to do the work.
- Certification that the contractor is covered by a business liability insurance policy and the amount of coverage provided by that policy.
- Certification that the contractor is willing to enter into a contract with MainePERS is the form attached hereto as Exhibit A.
- Identify any legal actions, lawsuits, arbitration or formal protests related to other projects in which the contractor was involved as a party during the past three (3) years.
- Affirmation that the contractor's organization is the prime contractor and the primary point of contact with regard to contractual matters. The contractor must confirm that should any third party provider go out of business or otherwise become unable to fulfil its contractual obligations to MainePERS with respect to this

procurement, then the contractor (prime contractor) will guarantee delivery of the same or equivalent products and services at the contractually agreed upon price.

- Affirmation that all requirements expressed in this RFP must be met by the solution implemented by the contractor unless a written agreement to delete one or more of the RFP's provisions are signed by both MainePERS and the contractor.

9.1.1.5 Section 1.2 Assumptions

In this section, the contractor must identify and discuss all assumptions made in preparing its technical and cost proposals. Further, the contractor must state that there are no further assumptions related to meeting requirements of the RFP other than those enumerated in this section of the proposal.

Any assumptions mentioned elsewhere in the contractor's proposal will not be valid unless they are also listed in this section.

9.1.1.6 Section 1.3 Exceptions

The contractor must state in this section of the proposal any and all exceptions it takes with the technical / functional requirements set forth in the RFP.

Only those exceptions identified in this single section of the proposal will be considered by MainePERS; any others "distributed" across the proposal will be superseded by the provisions of this RFP and will not be considered or honoured by MainePERS.

9.1.1.7 Section 1.4 Contractor's Qualifications

This section shall include details on the experience of the contractor relevant to this project, including any experience working with MainePERS, and a list of the contractor's recent clients having requirements similar to those of MainePERS.

9.1.1.8 Section 1.5 Corporate Background

This is an introduction to the contractor's company: its history, scope of operations, organization, size, and any other relevant information about the company that the contractor desires to include.

In this section, the contractor must provide basic information about its organization, including the following:

- A statement regarding the contractor's legal structure (e.g., a Maine corporation) and principal place of business and the location of the office which will perform work on behalf of MainePERS during the course of the project, during the warranty period, and during the post warranty period
- Number of years in business
- Brief history of company, products, and services

The same information must be provided for all subcontractors or other third party providers of products or services.

In addition, for each subcontractor or other third party, the contractor's proposal must include:

- A description of all work to be subcontracted to and/or products to be provided by third parties
- Descriptive information relating to the nature and duration of the previous relationship of all subcontractors and/or third parties with the prime contractor.

Failure to identify subcontractors may be grounds for rejection of the proposal or, after award, cancellation of the contract.

9.1.1.9 Section 1.6 Client References

Contractors must submit a list of at least three (3) current or former clients willing to accommodate a MainePERS site visit (within the north eastern U.S. region) and describe the work performed for each, together with an analysis of the degree of similarity in the scope of the project to MainePERS', the equipment configuration used, and the systems used. For all references, include the site name, the name / phone / address / e-mail address of a client representative who is familiar with that work and may be contacted regarding the firm's qualifications and past performance

9.1.1.10 Section 2.0 Response to Technical Requirements

This section of the proposal must contain the contractor's detailed response to the technical requirements that are set forth in sections 8.1 through 8.15 of this Request for Proposal, including warranty information for the proposed system.

9.1.1.11 Section 2.1 Administration and Maintenance

This section should address in detail administrative and maintenance functions, including reporting, monitoring, call group administration, remote administration, call accounting capabilities, ease of maintenance, and diagnostic capabilities.

9.1.1.12 Section 2.2 Transition Management

This section of the proposal must contain the contractor's response to the transition from the existing phone system to the new phone system being proposed, including a project work plan, a description of how testing will be conducted, an implementation contingency plan, and the contractor's response to training requirements.

9.1.1.13 Section 2.3 Encryption, Security, and Disaster Recovery Planning

This section of the proposal must contain the contractor's detailed description of the encryption and security capabilities of the system and the system capabilities in a disaster.

9.1.1.14 Section 3.0 Quality and Ease of User Experience

This section of the proposal must set forth for each telephone system feature a detailed description of the feature and how it will be operated by the user. Graphics may be utilized as an aid in describing the feature and its operation. At a minimum, the proposal should contain this type of detailed description for the features set forth in section 8.12 above and for the operation of an operator console. Quality and ease of the user experience is the most heavily weighted evaluation criterion, and so the contractor should use great care in completing this section.

9.1.1.15 Section 4.0 Cabling Option

This section of the proposal is for the optional service of data cabling. The response must describe data cabling capabilities, including assessing and evaluating current capacity and ensuring existing infrastructure accommodates future demands.

MainePERS will decide at the time of contracting whether to include this option.

9.1.1.16 Proposal Attachments

Attachments to be included with the proposal are described herein.

9.1.1.17 Attachment 1 Subcontractor Letters of Commitment

For each proposed subcontractor, the contractor must provide a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following information included in the letter:

- The subcontractor's legal status and principal place of business address
- The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations
- A description of the work the subcontractor will do
- A commitment to do the work if the contractor is selected
- A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

9.1.1.18 Attachment 2 System License Agreement

Attach a copy of the System License Agreement, if any, and any additional agreements that MainePERS will be expected to sign in the event of award to the contractor. If there are no additional agreements, include a statement to that effect in Attachment 2.

9.1.1.19 Attachment 3 Menu and Screen Snapshots

Attach samples / "snapshots" of menus and screens from contractor's implementation most similar to MainePERS'.

9.1.1.20 Attachment 4 List of Standard Reports

List all standard reports included in the proposed solution.

9.1.1.21 Attachment 5 Report Samples

Provide actual samples of reports included in the proposed solution.

9.2 Cost Proposal Specifications

All payments under the contract to be awarded must be tied to meaningful deliverables that have been completed and formally accepted by MainePERS. Under no circumstances will invoices be rendered nor payments made on the basis of time elapsed or hours expended. Although weekly status reports are required project deliverables, contractors are advised that no payments are to be associated with these activities. The cost of these activities should be spread appropriately across **tangible, product-oriented** project deliverables.

All payment points, and the specific deliverables to which they pertain, must be identified by the contractor in its cost proposal. In preparing its cost proposal the contractor is to decompose the project as defined in this RFP into meaningful deliverables. Each deliverable will have a cost associated with it.

Contractors are to note that there is a significant difference between MainePERS' receipt of a deliverable and MainePERS' acceptance of that deliverable. It must be understood that in most cases, MainePERS will require up to ten (10) business days to provide formal written acceptance of a project deliverable. Only upon receipt by the contractor of written acceptance from MainePERS'

Project Manager, may the deliverable be invoiced to MainePERS. The contractor will prepare and submit appropriate certification of acceptance forms at the time of delivery of each project deliverable.

Payments of invoices by MainePERS will be made within 30 calendar days of receipt of the invoice for an accepted deliverable.

Each invoice submitted to MainePERS by the contractor must reflect a 20% holdback amount.

Upon acceptance of the final implementation the contractor will submit an invoice which includes all holdback amounts (20% of the total project cost), for payment by MainePERS. Contractors are cautioned that when MainePERS' acceptance of the system will occur cannot be pre-defined. Acceptance will not be forthcoming until the solution is delivered in final form in MainePERS' perception – that is to say, not until all requirements have been accepted AND all authorized change orders have been completed to MainePERS' satisfaction AND all "punch lists" have been resolved to MainePERS' satisfaction.

The contractor should bear in mind the following terms when preparing its cost schedules:

- The "firm fixed price" will be defined in the contract resulting from this procurement based on the requirements of the RFP and contractor proposal.
- In the event of contract award, all agreements between the prime contractor and any subcontractors must be signed prior to the execution of the contract with the prime contractor by MainePERS.
- Any proposal that does not meet the requirements outlined above or for which a fixed-dollar proposal amount cannot be precisely determined may be considered a non-responsive proposal and may be rejected by MainePERS.
- MainePERS reserves the right to reject any and all proposals.
- All prices quoted must be good for a period of one hundred eighty (180) calendar days after the proposal submission due date to MainePERS.
- All costs related in any way to the preparation of proposals in response to this request for proposal shall be the responsibility of contractors.

Schedules for presenting the contractor's cost bid are provided on the following pages.

Contractors should add line items to the cost schedules 1 and 2 as necessary to include all project costs and suitable breakdowns. The Excel spreadsheets are provided on the CD accompanying the RFP for the contractors' convenience. All subtotals and totals will be computed automatically.

Following is a list of the cost schedules that must be completed and a description of the information to be provided in each:

Schedule 1 – Commodity Products

MainePERS assumes that most proposed solutions will include one or more commodity products. The contractor will be responsible for providing, installing, and configuring all such commodity products. Schedule 1 is provided for quoting the acquisition cost of commodity products.

In Schedule 1, enter all commodity products that are required for the proposed solution and that are not already available in the MainePERS processing environment. Include operating systems, network and network management software, PBX tools, software tools, telephone handsets, speaker phones, etc. as necessary.

MainePERS Project Bid Summary

In line 1, enter the total cost for all required commodity products (e.g. servers, etc.)

In line 2, enter the total cost for all PBX hardware.

In line 3, enter the total cost for all telephone equipment.

In line 4, enter the cost for all other products not fitting in a previous category.

The total costs for lines 1, 2, 3, and 4 should match the total at the bottom of Schedule 1.

In line 5, enter the total cost for professional services for the installation of all components.

In line 6 enter the annual cost for support and maintenance for the first and second years of support.

The Grand total represents all costs for the installation of the telephone system and is a fixed price amount that cannot be exceeded.

Schedule 1	
Commodity Products for Project	

(The Contractor should replicate this table as necessary to account for all components.)

[illegible]

Schedule 2
Payment Schedule by Project Deliverable

#	Projected Work Plan Completion Date	Milestone / Deliverable	Billable Amount	Holdback Amount	Payment
1				\$0	\$0
2				\$0	\$0
3				\$0	\$0
4				\$0	\$0
5				\$0	\$0
6				\$0	\$0
7				\$0	\$0
8				\$0	\$0
9				\$0	\$0
10				\$0	\$0
11				\$0	\$0
12				\$0	\$0
13				\$0	\$0
14				\$0	\$0
15		Holdback Payment		\$0	\$0
Total					\$0

MainePERS Telephone System - Project Bid Summary

Contractor's Fixed Price Cost Proposal

Contractor: _____

Project Element		Product Installation	1st Year Support	2nd Year Support	Total
1	Software				\$0
2	PBX Hardware				\$0
3	Telephone equipment				\$0
4	All other products				\$0
5	Professional Services				\$0
Subtotal - Product Installation		\$0			\$0
6	Annual cost of support and maintenance				\$0
GRAND TOTAL		\$0	\$0	\$0	\$0
	Cabling Option				\$0

10. Evaluation Criteria

The evaluation and contractor selection process will be based on “best value.” This procurement method will be used to result in the best buy for MainePERS in terms of the functions to be performed. Competitive best value procurement allows the use of alternate competitive purchasing techniques in addition to low price analysis in the selection of supply sources determined to represent best value. The evaluation committee may request written clarifications of any offer received. However, MainePERS in its sole discretion may refuse to accept in full or partially the response to a clarification request given by any contractor.

Contractors are cautioned that the evaluators are not evaluating just proposals but all aspects of the selection process. Final ranking of responses includes product demonstration and reference checks. An award will be made to the contractor with the highest rated proposal.

For this project, proposals will be evaluated based on the following criteria (each weighted as shown):

Evaluation Criterion	Percent
Contractor Qualifications, Experience, and References	15%
Technical Quality (including Administration; Hardware; Upgradeability and Scalability; Transition Management, Training, and Support; Encryption and Security; and Disaster Recovery)	20%
Quality and Ease of User Experience	40%
Cost	25%
TOTAL	100%

EXHIBIT A – FORM OF CONTRACT

CONTRACT FOR VOIP TELEPHONE SYSTEM

This agreement for the acquisition and installation of a VOIP Telephone System and associated services (hereinafter referred to as the "Agreement") is made as of October __, 2013, between the Maine Public Employees Retirement System (hereinafter referred to as "MainePERS" and _____ (hereinafter referred to as the "Contractor").

OBLIGATIONS OF CONTRACTOR

1.1 Scope of Work. The Contractor shall furnish services, goods, material, and equipment as set forth in the MainePERS RFP and the Accepted Contractor Proposal. As used herein, "MainePERS RFP" means the MainePERS Request for Proposal for a VOIP Telephone System issued August __, 2013, as amended by MainePERS' responses to bidder questions, all attached hereto as Exhibit A and incorporated herein by reference; and "Accepted Contractor Proposal" means the proposal submitted by the Contractor dated __, 2013, in response to the MainePERS RFP, as supplemented by the Contractor's written answers to MainePERS' questions, all attached hereto as Exhibit B and incorporated herein by reference. [MainePERS may choose to include cabling provisions.]

1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental, laws, ordinances and regulations.

1.3 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

1.4 Employment and Personnel. No member of the MainePERS Board of Trustees or individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 17 M.R.S. § 3104. No other individual employed by MainePERS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of MainePERS. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

1.5 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contract, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty,

MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

1.6 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.

1.7 Indemnification. The Contractor agrees to indemnify, defend, save and hold harmless MainePERS and its officers, trustees, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "Person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims suffered or incurred by any Person who may be otherwise injured or damaged in the performance of this Agreement; and (iii) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) MainePERS negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement.

1.8 Notice of Claims. The Contractor shall give MainePERS immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of Contractor under this Agreement.

1.9 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. The provisions of the preceding sentence shall not apply to any subcontracting set forth in the Accepted Contractor Proposal or to any merger, acquisition or consolidation involving the Contractor. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor's successors and permitted assignees.

1.10 Confidentiality. All materials and information obtained by the Contractor from MainePERS shall be regarded as confidential information and may not be disclosed or used by the Contractor other than to perform its obligations under this Agreement.

OBLIGATIONS OF MAINEPERS

2.1 MainePERS shall pay the Contractor a total of \$_____in accordance with the terms set forth in the MainePERS RFP.

MISCELLANEOUS

3.1 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

3.2 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

3.3 Entire Agreement. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

3.4 Law and Jurisdiction. This Agreement shall be governed in all respects by the laws, statutes and regulations of the State of Maine and the United State of America. Any legal proceeding brought by one party against the other party shall be brought in the State of Maine administrative or judicial forums.

3.5 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

3.6 Notices. Notice to either party to this Agreement shall be deemed received at the earlier of when received or five (5) days after being mailed by certified mail, U.S. Postal Service, postage prepaid, or by Federal Express or equivalent, to the proper address. Notices shall be addressed as follows:

If to MainePERS:

Sandra J. Matheson
Executive Director
Maine Public Employees Retirement System
46 State House Station
Augusta, Maine 04333-0046

Or for Federal Express or equivalent:
96 Sewall Street
Augusta, ME 04332

With a copy (same address) to:
John C. Milazzo
Chief Deputy Executive Director
and General Counsel

If to the Contractor:

IN WITNESS WHEREOF, MainePERS and Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above in two original copies.

Maine Public Employees
Retirement System

By: Sandra J. Matheson
Executive Director

By: _____
