



RFP001677  
Pittsburg State University

**Request for Proposal (RFP)**

<b>RFP Number</b>	001677
<b>Date Issued</b>	January 30, 2023
<b>Pre Bid Meeting</b>	<b>February 6, 2023; 9:00 am local time – Kelce Hall Room 121</b>
<b>Deadline For Questions</b>	<b>February 10, 2023</b>
<b>Bid Closing Date</b>	<b>February 20, 2023; 2:00 pm local time</b>
<b>Procurement Officer</b>	Sean Burke; 620.235.4167; swburke@pittstate.edu
<b>Item</b>	Phone System
<b>Agency &amp; Location</b>	Pittsburg State University (PSU) in Pittsburg Kansas
<b>Scope</b>	Pittsburg State University is seeking proposals for replacement of the University phone system.
<b>Period of Contract</b>	One time award
<b>Bid Submittal</b>	Submit bid by e-mail to swburke@pittstate.edu
<b>Guarantee</b>	BOND

1. When communicating, always refer to the Request for Proposal number above.
2. In order to receive consideration for award, one copy of this “Request for Proposal,” properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. Prices quoted shall be less Federal Excise and State Sales taxes.
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this proposal.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

<b>Vendor Name:</b>	
<b>Total Proposed Price:</b>	

**Questions requesting clarification of the RFP must be submitted electronically to the PSU Purchasing Office prior to February 10, 2023.** Impromptu questions may be permitted, and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Pittsburg State University will be in writing. Answers to questions will be available in the form of an addendum on the PSU Purchasing website, <http://www.pittstate.edu/office/purchasing/index.html>, select “Bids”. It shall be the vendor’s responsibility to monitor the “Bids” website on a regular basis for any changes/addenda.

**NOTE: The PSU Purchasing Office is the only point of contact for this RFP.**

Purchasing Office Contact:

Sean Burke

Telephone: 620-235-4167

E-Mail Address: [swburke@pittstate.edu](mailto:swburke@pittstate.edu) or [purch@pittstate.edu](mailto:purch@pittstate.edu)

Any modification to this RFP shall be made in writing by addendum and posted on the PSU Purchasing Office “Bids” page.

### **Introduction**

Pittsburg State University (PSU) is a State, tax-assisted liberal and applied arts institution located in the southeast Kansas community of Pittsburg. The University provides academic programs in business, education, applied technology and arts and science. PSU has experienced periods of stable enrollment and currently is home to approximately 5,900 students. The student body currently includes representatives from approximately 40 foreign nations and all fifty states.

PSU wants to replace its aging Nortel PBX phone system with a system that is currently manufactured and more widely supported. PSU has determined that reliability and survivability are crucial factors for a new phone system through marketplace research and evaluation of potential replacements. Thus, PSU has decided to install a replacement system that will not be impacted by an interruption in internet service and is on premise, not based in “the cloud”.

PSU has determined that the Avaya IP Office product will best meet the University’s needs. We are seeking responses from authorized resellers of the IP Office product who can also offer technical support and installation services.

PSU self-maintains the Nortel switch – reaching out to external support only in extraordinary circumstances. Our telecom staff also has recent experience with the installation, programming and support of the IP Office product. After initial setup and training, PSU anticipates moving toward a self-maintaining model.

With PSU’s self-sufficient approach, frequent external support is not expected. However, support may be urgently required in emergency situations. Potential vendors will be evaluated on several criteria, including guaranteed emergency response times for both on site technicians and online technicians for remote support.

(For more information see: <http://www.pittstate.edu/about> )

## Table of Contents

<b>SECTION</b>	<b>ITEM</b>	<b>PAGE(S)</b>
	Table of Contents	3
1.0	Terms and Conditions	4 - 11
2.0	Instructions	11 - 13
3.0	Proposal Response Requirements	14 - 16
4.0	Project Specifications & Scope of Work	17 - 20
	Signature Sheet	21
	General Provisions	22 - 23
	DA-146A	24 - 25
	Appendix A	Separate Document
	Appendix B	Separate Document

**SECTION 1.0  
TERMS AND CONDITIONS**

**Term of Contract:** To be negotiated.

**Contract Formation:**

No contract shall be considered to have been entered into by PSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a written contract has been signed by the successful vendor.

**Termination for Cause:**

PSU may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. PSU shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as PSU may authorize in writing), PSU shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

**Termination for Convenience:**

The Director of Purchasing may terminate performance of work under this contract in whole or in part for any reason, at any time, if it is determined by the Director of Purchasing that the termination is in the best interest of PSU. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, the Contractor will receive written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

**Rights and Remedies:**

If this contract is terminated, PSU, in addition to any other rights provided for in this contract may require the Contractor to transfer title and deliver to PSU in the manner and to the extent directed, any completed materials. PSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by PSU subject to any offset by PSU for actual damages including loss of federal matching funds.

The rights and remedies of PSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**Force Majeure:**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

**Waiver:**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by PSU shall not constitute a waiver.

**Independent Contractor:**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**Vendor Corporate Information:**

Provide the name and contact information of the vendor representative who will serve as the contact person for this response and other subsequent communications. Briefly describe your organization, including a history of your organizational development, a statement describing your organizations' financial stability and resources, including how long the vendor has been providing hosting and support services, and the scope and length of your experience with the higher education community. Include relevant financial statements; include a brief statement of your overall corporate strategy and mission. Include the company's statement of support for providing stable service in the event of increased customer-based growth. Provide information on the company's depth of number of trainers, programmer/developers, librarians, and customer service support employees as a ratio to the number of your customers using this product.

**Subcontractors:**

The Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed by goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

**Open Records Act (K.S.A. 45-205 et seq.):**

All proposals become the property of PSU. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

**Federal, State and Local Taxes-Governmental Entity:**

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**

**Insurance:**

PSU shall not be required to purchase any insurance against loss or damage to any personal property nor shall PSU establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**Conflict of Interest:**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the University and providing services involving this contract or services similar in nature to the scope of this contract to PSU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any PSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with the University.

**Confidentiality:**

The Contractor may have access to private or confidential data maintained by PSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the University promptly at the request of PSU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the University, will destroy or render it unreadable.

A. Contractor will have access to information and private or confidential data, maintained by State of Kansas, to the extent necessary to carry out Contractor's responsibilities under this contract. This information and data may include, but is not limited to, employee, student, and vendor information. Contractor agrees that any information or data it may have in its custody regarding any participant shall be kept strictly confidential. All the information and data of the University shall be considered to be confidential and private, and Contractor may not disclose any information or data at any time to any person or entity. Contractor must comply with all State and federal confidentiality laws in providing services under this contract.

1. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal Acts regarding confidentiality and/or open records issues. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by Contractor except as required by statute, either during the period of the contract or thereafter. Contractor will only use confidential information for use only as required by this contract. All electronic data shall be secured through encryption or other comparable security measures.

2. Contractor shall limit access to confidential information solely to staff of Contractor who have a business need to know for purposes of fulfilling Contractor's obligations under this contract. Contractor shall not remove confidential information from PSU's site without PSU's prior written approval.

3. Contractor shall hold PSU harmless and indemnify the University for expenses or damages, of any kind, incurred or suffered by the University as a result of the unauthorized disclosure of said data by Contractor or any agent, representative, employee or subcontractor of Contractor. Contractor shall notify PSU of any loss or breach of confidential information or data within twenty-four (24) hours receipt of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches or loss of confidential information.

In the event of any security breach in which the confidential information of one more individuals is compromised or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (Including lost wages and efforts spent to defend or correct against identity theft) caused to the University or any individual for the disclosure of any State information. Contractor shall provide notice to PSU and affected individuals of such disclosure and shall also offer free of charge to individual or the State identify theft protection insurance for a period of five (5) years. These terms shall also apply to any subcontractor.

4. The Contractor shall hold all such confidential information in trust and confidence for the State, and agrees that it and its employees will not, during the performance or after the termination of this agreement, disclose to any person, firm, or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this agreement.

**B. Unauthorized Use:**

The Contractor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, students, citizens, vendors or other information for any purpose.

**C. Press Releases, Public Statements, and/or Communications:**

Contractor agrees that no public statement, release, or communication acknowledging or implying that the State is a customer of Contractor is allowed under this Contract. Any approval by the University for such public statement, release, or communication shall only be provided in writing by PSU. The University may refuse such a request for any reason.

**Reviews and Hearings:**

The Contractor agrees to advise PSU of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to PSU. PSU has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

**Nondiscrimination and Workplace Safety:**

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

**Off-Shore Sourcing:**

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Pittsburg State University Purchasing Office in writing, indicating the new location and the percentage of work relocated.

**Environmental Protection:**

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

**Hold Harmless:**

The Contractor shall indemnify PSU against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

PSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice PSU's right to recover against third parties for any loss, destruction or damage to PSU property.

**Antitrust.**

If Contractor elects not to proceed with an antitrust cause of action resulting from the performance of the Agreement, Contractor assigns to PSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by PSU pursuant to this Agreement.

**Prohibition of Gratuities:**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any PSU employee at any time.

**Federal, State and Local Taxes Contractor:**

PSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

**Modification:**

This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**Third Party Beneficiaries:**

This contract shall not be construed as providing an enforceable right to any third party.

**Governing Law:**

This contract shall be governed by and construed in accordance with the procedural and substantive laws of the State of Kansas.



**Jurisdiction:**

The parties shall bring any and all legal proceedings arising under this Contract in the State of Kansas, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which PSU is a party. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State and need not be reserved, but prudence requires the State to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment. Contractor shall be responsible for all PSU's reasonable attorney's fees, costs and expenses related to Contractor's negligence or breach of Contractor's obligations under the Contract. Contractor waives all defenses of lack of personal jurisdiction and *forum non conveniens*. Process may be served on Contractor in the manner authorized by applicable law or court rule.

**Mandatory Provisions:**

The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this contract.

**Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:**

Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

**Injunctions:**

Should PSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of PSU, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

**Acceptance:**

No contract provision or use of items by PSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

**Breach:**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application to this end the contract terms and conditions are severable.

**Statutes:**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

**Price Adjustments:**

Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to PSU. Failure to provide available price reductions may result in termination of the contract.

**PUBLIC WORKS BOND:**

The Contractor shall file with the Director of Purchasing a Public Works Bond as required by K.S.A. 60-1111 in an amount equal to one hundred percent (100%) of price bid and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for Projects with a contract price below \$100,000.00.

**Key Personnel:**

Individuals filling designated Key Personnel positions must be approved by PSU. Key Personnel whose names are submitted in the Contractor's proposal shall not be removed from this project without prior PSU approval. Substitute or additional personnel shall not be used for this project until a resume is received, and approval is given by PSU.

Upon written request by PSU, Contractor's or subcontractor's staff shall be removed. A removal request shall not be made without rationale. Rationale must be provided to the Contractor in writing. In the event any employee is removed, the Contractor shall fill the vacancy with an acceptable replacement in a manner that does not adversely impact the Contract. Replacement personnel shall possess equal or greater relevant abilities and qualifications to those previously approved by PSU. This section shall not apply to any employee who dies, becomes disabled, or terminates employment with his/her employer.

Any disputed request for replacement of staff shall be in writing. Upon the receipt of such a request, a face-to-face meeting will be scheduled in order to resolve the matter. This meeting must take place within ten (10) working days after service of the written statement of dispute. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties, including payment for Deliverables accepted under the QARP process as described within the Contract or a PCR issued under the Contract. Replacement of staff will also be in accordance with the PCR and phasing of staff personnel.

**Payment:** To be Negotiated.

**Fixed Costs Final and Full:**

- A. All reasonable and necessary labor, software, and services to make this Project timely operational shall be included in the proposal and included in the fixed costs. The Contractor is responsible for all additional costs not included in the proposal and required to satisfactorily complete the scope of services requested and PSU's requirements.
- B. This request is for a firm fixed price contract with payment(s) made only for defined and accepted deliverables.
- C. Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts.
- D. Any price reductions available during the contract period shall be offered to PSU.
- E. Failure to provide available price reductions may result in termination of the contract.
- F. PSU will not award or contract for any arrangement that uses estimates, "time and materials," or payments based on "progress" or elapsed time.
- G. The exact payment per deliverable will be determined during negotiations.

**Section 2.0  
INSTRUCTIONS**

- 2.1 **Proposal Reference Number:** The RFP number, indicated on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Pittsburg State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this RFP except with designated University participants in attendance **ONLY DURING:**

Negotiations contract signing as otherwise specified in this RFP. Violations of this provision by vendor or Pittsburg State University personnel may result in the rejection of the proposal.

- 2.2 **Negotiated Procurement:** This is a negotiated procurement pursuant to PSU policy. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees.
- 2.3 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
- 2.4 **Tax Clearance.** Pittsburg State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal. Tax Clearances may be obtained at the following website: <http://www.ksrevenue.org/taxclearance.htm>.
- 2.5 **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

**All copies of financial proposals shall be submitted separately from the technical proposal. Proposals should be identified clearly as "Technical Proposal" or "Financial Proposal" with the RFP number and closing date. (Separate PDF Documents Are Acceptable)**

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

- 2.6 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.
- 2.7 **Acknowledgment of Addenda:** Only the PSU Purchasing Office shall issue changes to this RFP. Notification of Addenda will be made by email, with addenda available for download from the ID#001677 in the "Bids" section of the PSU Purchasing Website. It is the obligation of interested parties to stay informed of all addenda.
- 2.8 **Modification of Proposals:** A vendor may modify a proposal at any time prior to the closing date and time for receipt of proposals.
- 2.9 **Withdrawal of Proposals:** A proposal may be withdrawn by contacting the PSU Purchasing Office prior to the closing date.
- 2.10 **New Vendors:** Vendors who are new to the University will be required to provide a copy of their W-9 form if they are successful in securing a contract.
- 2.11 **Competition:** The purpose of this RFP is to seek competition. The vendor shall advise the PSU Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding. Notification must be received by the PSU Purchasing Office no later than five (5) business days prior to the bid closing date. The PSU Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
- 2.12 **Evaluation of Proposals:** Award shall be made in the best interest of the University as determined by the Procurement Negotiating Committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
- Cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
  - On site Technician Guaranteed Response Time
  - Remote Technician Guaranteed Response Time
  - Technician Support Availability
  - Adequacy and completeness of proposal
  - Vendor's understanding of the project
  - Compliance with the terms and conditions of the RFP
  - Experience in providing like services
  - Qualified staff
  - Timeline for implementing services
  - Methodology for implementing services
  - Response format as required by this RFP
  - Overall Impression

2.13 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

2.14 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the PSU Purchasing Office.

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to [openrecords@pittstate.edu](mailto:openrecords@pittstate.edu) to request an estimate of the cost to reproduce the documents and remit that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

2.15 **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Pittsburg State University. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. (<https://ag.ks.gov/open-government/kora-faq>) No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Financial Proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled “Proprietary” on each individual page **and** provided separate from the main proposal. Pricing information is not considered proprietary, and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The PSU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Pittsburg State University does not guarantee protection of any information which is not submitted as required.

2.16 **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: “Exceptions”.

2.17 **Notice of Award:** An award is made on execution of the written contract by all parties.

2.18 **News Releases:** Only Pittsburg State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

## Section 3.0

### PROPOSAL RESPONSE

#### 3.1 Submission of Proposals

Vendor's proposal shall consist of:

- One (1) Technical Proposal
- One (1) Financial Proposal.

Vendor's proposal must be received prior to 2:00 p.m., Central, on **February 20, 2023**, as follows:

By Email -

SUBJECT: PSU RFP#001677 PROPOSAL

TO: [Purch@pittstate.edu](mailto:Purch@pittstate.edu) (PDF DOCUMENTS)

Standard Mail – if standard mail is your preference for submission, please contact Sean Burke.

Faxed or telephoned proposals will not be accepted.

Proposals received prior to the closing date shall be kept secured until closing.

It is the vendor's responsibility to ensure proposals are received by the closing date and time. Delay in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late proposal submissions.

Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. The University reserves the right in its sole discretion to reject any and/or all proposals or to withhold the award for any reason it determines, and to waive or decline to waive any informality in any proposals.

#### **3.2 Proposal Response Format: Vendors are instructed to prepare their proposals as outlined below:**

##### **Technical Proposal Format**

Technical proposals should contain a concise description of vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification will not be considered responsive.

The format and sections of the Technical Proposal should conform to the structure outlined below. Each section should be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

No pricing or cost information should be included in the Technical Proposal. Inclusion of Cost Proposal information in the Technical Proposal could make the proposal non-responsive and lead to its rejection.

In order to assist the University in selecting the best possible vendor to cater to the needs of Pittsburg State University, all vendors are asked to complete the following information in detail. The information provided in this response section, along with references and visits to accounts currently served by the bidder will greatly assist in the selection and award process.

**Section 1. Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative should include the following:

- a) date established
- b) ownership (public, partnership, subsidiary, etc.)
- c) number of personnel, full and part-time, assigned to this project by function and job title;

**Section 2. Qualifications:** Only established and qualified firms will be considered. Vendors should provide information demonstrating qualifications. The vendor should have successfully installed and supported numerous phone systems for a minimum of three (3) years.

**Section 3. References:** Vendors must provide at least three (3) actively contracted large Enterprise-class customer references. Customers must have purchased the IP Office product from the vendor and must currently rely on the vendor for technical support. Provide the reference information on a separate page.

- a) Name of Institution/Business
- b) Contact Name
- c) Contact Mailing Address
- d) Contact Email
- e) Contact Phone Number
- f) Contact Website Address
- g) Number of Years Serving Each Client
- h) Number Phone System Lines
- i) Date of Acquisition
- j) Vendors should provide a list of institutions in the region that PSU may visit as a part of the investigation of references.

**Section 4. Timeline:** Submit a timeline for implementing services.

**Section 5. Methodology:** Submit a detailed explanation of the methodology for implementing services.

**Section 6. Technical Literature:** All proposals should include specifications and technical literature sufficient to allow the University to determine that services meet all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the proposal. Proposal responses without sufficient technical documentation may be rejected.

### **Cost Proposal Format**

All copies of cost proposals shall be submitted separate from the technical proposal. Proposals shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date. (Separate PDF documents are acceptable.)

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

In order to assist the University in selecting the best possible Contractor to cater to the needs of Pittsburg State University, all Bidders are asked to complete the following information and price quotations in detail. The information provided in this response section, along with references and visits to accounts currently served by the bidder will greatly assist in the selection and award process.

Bidders should be aware that the quotations provided will serve as maximum prices for the first year of the Contract. Any change in price structure in subsequent years of the Contract will be established as part of the price renewal process outlined in this document. The Contractor and the University will mutually agree upon prices of any new or additional items.

The following explains the content that is required in each of the sections of the Cost Proposal. The Cost Proposal shall be in the following format:

**Phone System Base Proposal**

- 1. Cost of Physical Work**
- 2. Cost of Station and Trunk Programming**
- 3. Cost of Cutover**
- 4. Cost of 24/7/365 Technical Support**
- 5. Total Cost of Base Proposal**
- 6. Cost of Optional Services**



## SECTION 4.0 SPECIFICATIONS

### **Pre-bid Meeting**

A pre-bid meeting will be held February 6<sup>th</sup>, 2023. Interested bidders are to meet at PSU's Kelce Hall, Room 121 at 9:00 AM. Meeting and site walk around are expected to last a full day. Failure to attend this meeting may be grounds for rejection of the Contractor's Bid. Please submit questions to be addressed at the pre bid meeting by email as soon as possible, prior to the meeting.

### **Technical Overview**

#### **Trunks**

PSU's outside lines consist of just over 100 SIP trunks provided by Cox Communications. Cox has a fiber optic ring that travels through campus and provides central office connectivity over their proprietary network. The SIP trunks currently terminate in two ADT ran devices that emulate 5 T-1 circuits for the Nortel switch. We anticipate migrating a few of these SIP trunks to the new system – directly as SIP trunks – for testing and migrating the remainder at cutover. After cutover, the AdTran units will be removed from service since all SIP trunks will natively connected (as SIP trunks) to the Avaya PBX. The vendor will need to work with Cox Communications to facilitate these transitions.

PSU has around 1300 Direct Inward Dialing numbers with some additional, unused-but-assigned 100 number blocks. Almost all incoming calls are DID calls directly to the intended destination. We do maintain a single operator's console to answer and transfer the few calls we receive at our main number. This console is staffed during working hours. When the console is placed in night mode, calls to the main number go to a recording and can be routed to the university police dispatcher if the caller desires (voice menu). Vendor should quote two soft consoles in their response (Primary and backup locations).

#### **Voice Messaging, Voice Menus, and ACD**

We plan to create voice mail boxes for all employees with an assigned extension (just as it is today). We anticipate that most users will want to receive voice messages via e-mailed sound files in addition to the normal message waiting indications traditionally provided.

There are a small number of "Automated Attendant" voice menus that allow callers to "press 1 for accounting, press 2 for admissions" etc. These are simple single level menus.

We have defined a small number of simple ACD queues; 20 Realtime and Historical agents. These receive light use and are not complex.

#### **Server Requirements**

PSU is requesting multiple Avaya Solution Platform servers to host solution components include:

- IP Office Server Primary
- IP Office Server Secondary
- Avaya Call Reporting
- Avaya Session Border Controller for Enterprise 1
- Avaya Session Border Controller for Enterprise 2

## Terminal Equipment (Telephones)

PSU has completed a campus wide interview process to determine what mix of voice terminal devices will be used. In round numbers, we will deploy about **705 Windows/Mac soft phones**, 2 Soft Consoles, about **179 physical (model 9508) digital telephones**, and about **465 analog ports for fax, elevator phones, conference room Polycom phones and the like**. See **Appendix B below for a breakdown of telephone types by building**. A small handful of iOS and Android client licenses may also be required. More detailed information can also be found in Appendix A.

## Design

PSU has completed an initial design review and plans to deploy the IP office in a distributed fashion. The main controller and several expansion chassis will be in Kelce Hall in the existing Nortel “phone room.” This is also where the Cox Communications SIP trunks are located. Additionally, expansion chassis containing appropriate digital and analog station modules will be in several building wiring closets. We will provide cross-connectivity to the appropriate “house cables” to connect digital and analog phones. These remotely located expansion chassis will be connected to the network via a dedicated “voice VLAN.” Some locations – including the main phone room in Kelce Hall, have both battery backup and generators. For those locations that do not have this level of power protection, PSU will provide UPS battery backup sufficient to run the expansion chassis and supporting network switch(es) for at least 2 hours. We intend the telephone system to survive intact for at least two hours in case of a power failure.

### 9-1-1

9-1-1 calls from the Nortel PBX are currently routed to the university police department dispatcher on our campus. The dispatcher has a manually prepared list that can be used to look up the physical location of a calling extension. PSU is aware that we are not compliant with current 9-1-1 standards and hope to address that deficiency during or shortly after the installation of our new IP Office. We also understand that the large number of soft phones in the proposed installation will bring challenges to providing accurate 9-1-1 location information. There is also talk of routing campus 9-1-1 calls to the City of Pittsburg PSAP – which could impact how we comply with 9-1-1 standards. We are hoping to obtain a decision from university leaders soon. **We will look to the successful vendor to provide comprehensive recommendations, guidance, and support – both pre and post installation – to bring the university into compliance with 9-1-1 standards.**

## Physical Installation Scope of Work

### PSU Will:

- Mount, power and make network connections for each expansion chassis on campus
- Assign IP addresses and verify connectivity for expansion chassis on the “Avaya” VLAN
- Provision chassis with appropriate mix of digital and analog station modules
- Identify and tag (including toning out if necessary) each house cable that will be cut over to a digital or analog port on the Avaya system
- ID and make all cross-connect preparations (all but the final “punch down”) for connections between expansion chassis ports and house cables to prepare for streamlined cutover
- Run any needed multi-pair feeder cables from expansion chassis location to any intermediate distribution closets.

### Vendor Will:

- Assist with “master” unit initial discovery and configuration. Not all the expansion cabinets will be on the same broadcast domain (subnet) so broadcast discovery will not work. Will need to do manual entries for the IP addresses of most expansion chassis.
- Ensure that all expansion chassis and station modules are properly discovered
- Work with PSU to set system-wide global options and defaults
- Perform any initial diagnostics to identify any defective common equipment
- Program initial set of SIP trunks for testing (coordinate connection with Cox)

## **Station and Trunk Programming Scope of Work**

### PSU Will:

- Use template(s) developed in cooperation with vendor to provision remaining digital, analog, and Soft Client extensions

### Vendor Will:

- Work with PSU to develop templates for use in station programming.
- Assist PSU in station programming for unusual or 1-off situations
- Program an initial group of SIP trunks to use for initial connectivity testing and for making outgoing test calls. Coordinate with Cox communications to provide these trunks.
- Provide end-user training and “train the trainer” training for our user community (scheduled classes in the days leading up to and immediately after cutover)
- At cutover, provision remaining trunks and coordinate with Cox to connect remaining PSU trunks to new system and test that incoming DID calls are working properly.
- Provide a copy of all cutover documentation to PSU

## **Cutover Strategy**

- After the initial installation of common equipment is complete and well before cutover, PSU will work with vendor to verify “test trunk” connection, and initial programming.
- PSU IT staff will install soft clients on user computers.
- PSU will then permit users to begin to make internal station to station calls, and outgoing test calls on test trunks.
- PSU will begin to offer end-user training. See below for additional information on vendor’s responsibilities with respect to training.
- PSU will prep house cabling and any other IDF cabling so that at cutover, only the final “pull and punch” operation will be needed to complete migration of pre-identified and labeled house cables from the Nortel feeder cables to the Avaya ones.
- When final cutover begins:
  - Vendor will have two technicians on site on “cutover day” to provide assistance as needed.
  - PSU will remove Nortel cross connects
  - PSU will remove Nortel telephones and connect Avaya phones in those locations that will retain a physical phone (about 170 physical phones campus wide)
  - PSU will punch down cross-connects to connect needed house cables to Avaya digital ports (170 campus wide)
  - PSU will punch down analog house cables to analog Avaya ports (about 450 campus wide)
  - Vendor’s on-site techs may be asked to assist with some miscellaneous tasks as needed.

- Vendor and PSU will Coordinate with Cox and swing remaining SIP trunks from Adtran units to Avaya system
- Vendor and PSU will Test incoming calls – including DID

**Training**

Vendor will provide 1 day of “Train the trainer” instruction for up to 6 people at a PSU provided training facility on our campus. Vendor should also quote cost per day for an on-site end user trainer.

**Spares Package**

Vendor should specify and provide pricing for what they feel would be a prudent package of on-site spares for the proposed system. This could include physical telephones, extension modules, expansion chassis’ and any other equipment the vendor recommends.

**Itemized Pricing**

Vendors should provide itemized pricing for each physical system component PSU will have at least one of. The intent here is to give us an idea of the hardware cost for future adds/moves/changes to the system. Vendor should state the period of time that this pricing is good for.

**Warranty**

Vendor will provide warranty information for the system. The information should include the period for which parts and labor are covered under warranty and the period parts (but not labor) are warrantied.

\*\* Line items in the “Physical Installation Scope of Work” may not be comprehensive and are solely listed for the benefit of interested vendors.

\*\* Estimates of equipment/material/labor availability must be included with proposal.

\*\* No public bid opening.

## SIGNATURE SHEET

Item: Phone System

Agency: Pittsburg State University

Closing Date: February 20, 2023, 2:00 p.m.

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Toll Free Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**If the vendor contact for the bidding process is different from above, please indicate contact information below.**

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Toll Free Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**PSU RFP# 001677 – Phone System  
Vendor Proposal Pricing Summary Sheet**

Legal Name of Person, Firm or Corporation:

Payment Terms:

Telephone Number:

E-mail Address:

Closing Date: February 20, 2023

Signature:

Name of Signer:

Date:

Equipment Total: \_\_\_\_\_

Installation and Training \_\_\_\_\_

Total Price: \_\_\_\_\_

Cost per additional day's on-site training: \_\_\_\_\_

Warranty Period - Parts and Labor: \_\_\_\_\_

Warranty Period – Parts only (if different from above): \_\_\_\_\_

**Other (not listed above):**

## General Provisions/Signature

**Tax Clearance Certification:** Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR): <http://www.ksrevenue.org/taxclearance.html>

**W9 Form:** Vendors who are new to PSU should submit a copy of their W-9 with bid response. The form can be downloaded at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**DA-146a Contractual Provisions:** The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

### PROOF OF INSURANCE

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to University Procurement.

**PUBLIC WORKS BOND:** The Contractor shall file with the Director of Purchasing a Public Works Bond as required by K.S.A. 60-1111 in an amount equal to one hundred percent (100%) of price bid and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for Projects with a contract price below \$100,000.00.

### MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified. The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or University Procurement said issue is due to imperfection in material, design, workmanship or Contractor fault.

### DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

**NEW MATERIALS, SUPPLIES, OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**COMPARABLE PRODUCTS:** Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

**ACCEPTANCE OR REJECTION:** PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

**PAYMENT:** Payment will be made upon receipt of shipment by PSU.

**FREIGHT COST INFORMATION:** FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

- Legal Name of Person, Firm or Corporation:
- Payment Terms:
- Telephone Number:
- E-mail Address:
  
- **Signature:** \_\_\_\_\_
  
- **Date:** \_\_\_\_\_