Request for Proposal – Long Distance Telephone Service

Project: Long Distance Telephone Service
Location: Melrose Area Public Schools – Melrose, Minnesota
Owner: Independent School District #740 – Melrose Area Schools
Contact: Craig Martin
Address: Melrose Area Schools
546 North Fifth Avenue East
Melrose, MN 56352
Phone: (320) 256-4224
Fax: (320) 256-4639

Proposal Closing Time: 3:00 p.m., February 3, 2011, Local Time

Proposal Description:

Independent School District #740 requests proposals from interested vendors willing to provide the following items/services for Central Minnesota:

- ✓ Provide Interstate and Intrastate telephone accounts to Melrose Area Schools.
- ✓ Long distance service for approximately 20 lines.
  - ✓ 14 lines for the High School
  - ✓ 6 lines for the Elementary School
- ✓ Provide itemized billing for each line/extension.
- ✓ Contract to begin July 1, 2012 and ending June 30, 2013 pending e-rate funding.

Interested parties are asked to provide information regarding:

- ✓ The Company's credentials and previous experience.
- ✓ The Company's method of working with clients to ensure the client receives the best possible value.
- ✓ A fee structure and conditions for engagement of services for the duration of the project.

The appointment of the successful applicant will be subject to approval by the Independent School District #740 District Superintendent and or/ the Independent School District #740 School Board.

Independent School District #740 reserves the right to:

- ✓ Accept any or all proposals without negotiation.
- ✓ Reject any or all proposals without negotiation.
- ✓ Negotiate changes in the technical or financial content of the successful proposal.

General Requirements

1. Incurring Cost

   Any cost incurred by the Offeror in preparation or transmittal of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

2. Prime Contractor Responsibility

   Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.

3. Subcontractors

   The use of subcontractors must be clearly indicated in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. The use of subcontractors is not a requirement of this RFP. The prime contractor shall be solely responsible for compensating all subcontractors used by the prime contractor in connection with any contract awarded pursuant to this RFP.

4. Amended Proposals

   An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency will not merge, collate or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

   Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to Contact person.

6. Proposal Offer Firm

   Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

7. No Obligation

   This procurement in no manner obligates Independent School District #740 to the eventual rental, lease, purchase, etc., of any equipment, software or services offered until confirmed by an executed written contract approved by appropriate organization authority. Progress toward this end is solely at the discretion of the Agency and may be terminated at any time prior to the signing of a contract.

8. Termination

   This RFP may be canceled at any time and any and all may be rejected in whole or in part when the Agency determines it is in the Agencies best interest.

9. Sufficient Appropriation

   Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

    The Agency requires that all Offerors agree to be bound by the general requirements as articulated in this RFP. Any Offeror concerns must be brought promptly to the attention of the Procurement Manager.

11. Governing Law

    This procurement, and any agreement with Offerors that may result, shall be governed by the laws of the State of Minnesota.

12. Basis for Proposal

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used in the preparation of Offeror proposals.

13. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency. However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

14. Offeror's Terms and Conditions

Offerors must submit with the proposal complete sets of any additional terms and conditions which they expect to have included in a contract negotiated with the Agency.

15. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

16. Offeror Qualifications

The Agency may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any Offeror who is not a responsible Offeror .

17. Right to Waive Minor Irregularities

The Agency reserves the right to waive minor irregularities. The Agency also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Agency.

18. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

19. Agency Rights

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

20. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency.