

<b>RFQPro.com</b>	RFQ 12
	Project No. 03-21-007
<b>SAMPLE RFQ - TELEPHONE SYSTEM</b>	

Date Issued: May 14, 2008

**TELEPHONE SYSTEM with VoIP – RFQPRO.COM**

Contained within this RFQ is a complete set of documents for the design, configuration and installation of the telephone communications system requirements at the \_\_\_\_\_. The RFQ consists of the following:

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**SECTION 1.0 QUOTATION SUMMARY FORM**

Quotations shall be for the exact conditions set forth in the "Specifications" and "Instructions to Bidders" and attachments thereto. If the Bidder's proposal differs in any way or if the Bidder takes exception to the "Specifications" or "Instructions" the Bidder shall itemize the difference in its Offer under a separate heading titled "Exceptions to Specifications and Instructions".

The undersigned certifies that he/she has examined and is familiar with the Request for Quotations and the attachments listed therein, has checked all the figures shown, understands that [RFQPro.com] hereinafter called ["RFQPRO"] or "Owner" will not be responsible for any errors or omissions on the Bidder's part in the preparation of this Offer.

The undersigned further agrees that, if awarded the Contract, it will perform the work diligently and in accordance with the Contract Documents, and that it will fully complete the work within the time limits stated herein.

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Company Name: \_\_\_\_\_

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

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Equipment:

Common	-	list components (Attached sheet)	\$ _____
Station	-	list components ( " " )	\$ _____

Materials:		\$ _____
Software		
\$ _____		

Sales Tax _____%		\$ _____
Subtotal		\$ _____

Installation:		\$ _____
Training:		\$ _____

Subtotal		\$ _____
Tax _____%		\$ _____

<b>TOTAL PRICE</b>	\$ _____
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**SECTION 1.0 QUOTATION SUMMARY FORM**

		Option 1	Option 2
Maintenance Contract:	Year 1	_____	_____
	Year 2 to 5 *	_____	_____

\* We are asking for maintenance dollars for up to year five after acceptance. However all Contractors are to submit a letter to RFQPRO from the Manufacture of this system equipment stating that this equipment will be maintainable until 2012. This letter will be signed by a signing officer of the manufacture of the system, ie: Mitel, NEC or Nortel etc. We request the same type of assurances from the Contractor.

Quotation Submitted By:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sales Representative

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

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**SECTION 2.0 INSTRUCTION TO BIDDERS**

**2.1 Request for Quotation Call**

RFQPro.com (hereafter RFQPRO or Owner) requires a communications telephone system for its Site, Your Location.

The work completion date is not fixed and will be negotiated with the successful contractor.

**2.2 Location of the Work**

[RFQPro.com]  
[Your Location]

**2.3 Prices**

Bid Price includes all costs required to complete the Work, including all taxes, tariffs, duties and charges. Bid Price shall include Tax on amounts payable by RFQPRO to the Contractor hereunder and the Contractor shall show such taxes separately on all invoices.

Any and all refunds of taxes, tariffs, duties and charges shall, notwithstanding the foregoing, endure to the benefit of RFQPRO and the Contractor shall cooperate with RFQPRO in the obtaining of such refunds.

**2.4 Acceptance**

RFQPRO shall not be obligated to accept the lowest, or any offer, and may reject any or all offers without recourse. This inquiry in no way obligates RFQPRO to purchase this or similar material or service. If only one offer is received, RFQPRO may accept or reject that offer. RFQPRO may waive any non-compliance with Contract Documents or specifications. Preference may be given to \_\_\_\_\_ products for all materials and supplies used in or on the job where price, quality and service are equal. Decisions as to the equality of materials, supplies or services shall be made by RFQPRO but no liability shall result if such decisions are incorrect.

Notwithstanding the foregoing paragraph, RFQPRO may award the contract on the basis of policies and preferences not stated in the tender documents or otherwise than as stated in the Contract Documents. RFQPRO may, prior to contract award, negotiate changes to the scope of the works or to the Contract Documents (including prices) with the low bidder or any other bidders or to allow them to vary their bids as a result of changes to the scope of the works or to the Contract Documents; and RFQPRO may enter into a changed or different contract with the low bidder or any other bidder without liability to bidders who are not awarded the contract.

An acceptance mailed or communicated in writing to the successful Bidder within 60 days of the Closing Date will result in a binding contract.

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**SECTION 2.0 INSTRUCTION TO BIDDERS**

**2.5 Quotation Submission**

Submit two (2) copies of the completed quote, ensuring all quote requirements have been addressed as identified in this document.

Quotes will be received at RFQPro.com up to 2:00 p.m. Monday, June 16, 2008. Proposals received after the closing date will not be accepted.

Fax submissions will not be accepted.

**2.6 Inquiries**

All technical questions relating to the request for quotation are to be directed to \_\_\_\_\_, hereafter \_\_\_\_\_, Attention: \_\_\_\_\_, ph \_\_\_\_\_. All commercial terms and completed quotations are to be directed to \_\_\_\_\_, \_\_\_\_\_, Your Location Zip. Phone \_\_\_\_\_ Fax \_\_\_\_\_.

**2.7 Terms and Payment**

Invoices approved by the Consultant or RFQPRO will be paid net 30 days from date of invoice.

**2.8 Escalation**

Firm prices are required, no escalation will be considered.

**2.9 Schedule**

Time is of the essence in execution of the Work. The completion date will be negotiated with the successful contractor. RFQPRO reserves the right to extend the in-service date if required. The final scheduling of system installation must be confirmed and approved by RFQPRO.

**2.10 Format of Quotation**

In addition to the Quotation Summary Form, example provided, all equipment quoted must be priced on an individual unit basis. Each unit price must show as a separate line item all applicable taxes, charges, installation and any discounts that would apply to the overall price. It is our intention to use unit prices to determine a final cost for the configuration required. Further, these unit prices must be valid for twelve (12) months after system acceptance. This unit price list should be in the contractor's response document and must include all hardware including control card costs, station cards, trunk cards, etc. Contractors are to make their own copies of the Quotation Summary Forms as required but they must be similar to the sample form provided in this document.

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**SECTION 2.0 INSTRUCTION TO BIDDERS**

**2.11 Confidentiality**

This request for quotation is the sole property of RFQPro.com. At no time will this document be reproduced without the prior written consent of RFQPro.com. Any breach of this condition will nullify the submission of the Contractor.

**2.12 Health and Safety**

The Bidder agrees that its personnel, when on RFQPRO premises will comply with all applicable health and safety regulations and procedures. The Bidder also agrees that its personnel will comply with and observe all on-site health and safety procedures established by the Site. The Contractor's personnel on this project will be required to under go and pass safety training at the Site.

The Bidder will provide to RFQPRO, along with the bid, proof of liability insurance as well as certification from the Workers Compensation Board, showing that the Bidder is a registered firm and in good standing with the Board and has satisfied assessment remittance requirements.

**2.13 Site tour**

A site tour will be scheduled for all bidders; date will be announced within ten days.

**2.14 Warranty**

All products, materials and installation are to be warranted for a period of one (1) year. All Contractors are to note that the performance bond may not be released until the warranty period has expired. This system must be maintainable by the Contractor and or the Manufacture for period of (11) years after acceptance date.

**2.15 Bonding**

The selected Contractor may be required to post a performance bond and labor and material bond, equal in value to 50% of the total Contract Price. The cost of this bond must be provided in the Bidder's response. The successful Contractor shall if required provide the Owner with the labor, material and performance bond within 10 days of award of Contract.

**2.16 Unit Rates**

Bidders are requested to submit a complete list outlining a flat rate, or per hour rate, for additions, moves and changes. Quoted unit prices shall remain in effect for a period of twelve (12) months after system acceptance.

**2.17 Drawing Information**

The successful Contractor will be provided with the design layout drawings which depict the general location of outside plant facilities. The design layouts are diagrammatic and actual field installation may vary somewhat to that shown.

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**SECTION 2.0 INSTRUCTION TO BIDDERS**

**2.18 Withdrawal of Quotation**

The Contractor may withdraw his/her submission at any time prior to the closing date for receipt of all Quotations. This may be done by notifying the Owner first by telephone, followed up by a letter of Request to Withdraw. This letter should outline the reasons for withdrawal.

**2.19 Unauthorized Use of Name**

The "Vendor" shall not, without the "Owner's" prior written consent, make any statement nor publish or release to any other person any photograph, advertisement, testimonial, letter of commendation or approval, or any other document or written matter which might imply the "Owner's" approval of the products, actions or performance of the "Vendor".

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**SECTION 3.0 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**3.1 The Agreement**

This agreement made in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

By and between:

RFQPro.com  
P.O. Box 6565  
Your Location, State  
Zip 12345

Hereinafter called "RFQPRO"

and

\_\_\_\_\_

\_\_\_\_\_

Hereinafter called the "Contractor"

RFQPRO and the Contractor agree as follows:

**3.2 The Work**

The Contractor shall:

3.2.1 Perform the Work required by the Contract Documents for \_\_\_\_\_ located at \_\_\_\_\_

3.2.2 Do and fulfill everything indicated by the Agreement, and

3.2.3 Commence work by \_\_\_\_\_, 20\_\_\_\_ attaining completion of the Work by \_\_\_\_\_, 20\_\_\_\_\_.

**3.3 Agreements and Amendments**

3.3.1 The contract supersedes all prior discussions, negotiations, representations or agreements, either written or oral, relating in any manner to the work.

3.3.2 The Contract may be amended only as provided in the Contract Documents.

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**SECTION 3.0 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**3.4 Contract Documents**

3.4.1 The Contract Documents of the agreement include:

- Agreement between Owner and Contractor
- Definitions
- General Conditions
- General Scope of Work

**3.5 Contract Price**

3.5.1 The Contract Price, excluding applicable taxes but including any duties is:

\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents.  
\$\_\_\_\_\_ in \_\_\_\_\_ funds.

3.5.2 GST of \_\_\_\_% payable by the Owner to the Contractor is:

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
\$\_\_\_\_\_ in \_\_\_\_\_ funds.

3.5.3 PST of \_\_\_\_% payable by the Owner to the Contractor is:

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
\$\_\_\_\_\_ in \_\_\_\_\_ funds.

3.5.4 Total amount payable by the Owner to the Contractor for the Work is:

\_\_\_\_\_ dollars and \_\_\_\_\_ cents  
\$\_\_\_\_\_ in \_\_\_\_\_ funds.

3.5.5 The Contract Price shall be subject to adjustments as provided in the Contract Documents.

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**SECTION 3.0 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**3.6 Payment**

3.6.1 Subject to the provisions of the Contract Documents, and in accordance with applicable legislation at location of the work respecting holdback percentages. A holdback of \_\_\_\_\_ percent (\_\_\_\_\_% ) by the Owner shall be in \_\_\_\_\_ funds:

- .1 Make payments to the Contractor on account of the Contract Price when due and certified by the Consultant with Tax amount applicable to such payment.
- .2 Upon completion of the Work as certified by the Consultant pay to the Contractor the unpaid holdback amounts when due with Tax amount applicable to such payment.

3.6.2 Should either party fail to make payments when payments become due under the terms of the Contract, interest at \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum above the bank rate on such unpaid amounts shall also become due and payable. The bank rate shall be the rate established by the Bank of \_\_\_\_\_.

**3.7 Notices**

All notices in writing between parties shall be considered to have been received by the addressees on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 working days of the date of mailing when addressed as follows:

RFQPRO \_\_\_\_\_ at  
 \_\_\_\_\_  
 \_\_\_\_\_

The \_\_\_\_\_ Contractor \_\_\_\_\_ at  
 \_\_\_\_\_  
 \_\_\_\_\_

**3.8 Language of the Contract**

3.8.1 This agreement is drawn in English and it is agreed that all communications, directions and documents shall be prepared in English.

**3.9 Assignment**

3.9.1 The Contract Documents are to be read into and form part of this agreement and the whole shall constitute the Contract between the parties, and subject to the law and provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heads, legal representatives, successors, and assigns.

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**SECTION 3.0 AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**3.10 Disputes**

- 3.10.1 In the event of a dispute, the claimant shall immediately give notice to the other party of such dispute. The other party shall reply to such notice no later than fourteen (14) days after receipt of it. If the dispute is not resolved promptly, the Contractor shall continue with the Work, it being understood that the Contractor will not jeopardize his position by so doing. In recognition of this obligation by the Contractor to continue with the Work, the settlement of the dispute shall commence immediately.
- 3.10.2 It is agreed that no act by either party shall be constructed as a renunciation of waiver of any of his legal rights, under the Agreement, provided that he has given notice in accordance with clause 3.7 of the Agreement.
- 3.10.3 All matters in dispute under this Agreement may, with the concurrence of both RFQPRO and the Contractor be submitted to arbitration under a single arbitrator mutually chosen by them and to be held as set forth in the \_\_\_\_\_ Arbitration Act.
- 3.10.4 Failing agreement by the parties as to the arbitrator to be chosen, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of \_\_\_\_\_.

The award of the arbitrator shall be final and binding upon the parties.

- 3.10.5 Anything herein to the contrary notwithstanding, an arbitrator shall not have any authority to alter or change any provision of this agreement, or substitute any new provision in lieu thereof, or to make any award contrary to the terms and provisions of this agreement.

**3.11 Rights and Remedies**

- 3.11.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 3.11.2 No action or failure to act by RFQPRO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 3.11.3 This Agreement may be amended subject to the mutual agreement of both parties.

**3.12 Default**

- 3.12.1 Should either party hereto default on any obligation incumbent on it under this Agreement, the other party may serve written notice thereof to the party alleged to be in default. If within thirty (30) days of the date of receipt of such notification, the party so notified does not make good the default, the party not in default may terminate this Agreement by giving written notice to that effect to the other party after the expiration of such thirty (30) days and upon such termination all proper adjustments shall be made between the parties hereto.

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**3.13 Termination of Agreement**

3.13.1 This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination.

**3.14 Indemnity**

3.14.1 The "Contractor" shall save "RFQPRO" harmless from all claims and demands arising directly or indirectly out of or in connection with the performance of the "Contractor" pursuant to this agreement, whether those claims or demands are made by their parties or persons employed or engaged on or in connection with the "Contractor's" performance. The "Contractor" shall compensate "RFQPRO" for all direct and indirect loss which "RFQPRO" suffers as a result of any damage done to its property by the "Contractor", its employees, agents, or subcontractors arising out of or in connection with the performance of the "Contractor".

Such indemnity shall survive termination of this agreement.

**3.15 Force Majeure**

3.15.1 If strikes, power interruptions, fuel shortage, fire, Acts of God or any other causes beyond the Contractors or RFQPRO's control prevent either of the parties hereto from complying with the terms of this Agreement, then such party shall be excused from complying with such terms during the period of the inability to comply with such terms.