



**Westerly, RI**

**PUBLIC BID**

**2017-021**

**Special Construction Project**

**Fiber Connection between**

**Multiple School Buildings**

April, 2017

WESTERLY PUBLIC SCHOOLS  
PUBLIC BID  
2017-021 SPECIAL CONSTRUCTION PROJECT  
FIBER CONNECTION BETWEEN  
MULTIPLE SCHOOL BUILDINGS

Westerly Public Schools is accepting sealed bids for Fiber Connection between Multiple School Buildings. Specifications will be available on or after **April 7, 2017** by visiting our website [www.westerly.k12.ri.us](http://www.westerly.k12.ri.us) or by calling 401-315-1535 between the hours of 8:30 a.m. to 3:30 p.m. Sealed Bids are due by **2:00 p.m.** Friday, April 28, 2017 in the Finance Office, Westerly Public Schools, 23 Highland Ave., Westerly, RI 02891. Westerly Public Schools does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the due date.

Questions should be directed via email to Carol A. Avery no later than Thursday, April 13, 2017 @ 12:00pm. [cavery@westerly.k12.ri.us](mailto:cavery@westerly.k12.ri.us).

All bid proposals must be submitted in **duplicate** in a sealed envelope plainly marked on the outside of the envelope: 2017-021 Fiber Connection between Multiple School Buildings.

Westerly Public Schools reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be most favorable and in the best interest of School.

Carol A. Avery  
Accounting Asst.

## **TABLE OF CONTENTS**

### **1.0 RFP Overview**

1.1 RFP Intent

### **2.0 RFP Administration**

2.1 Coordination and Contact

2.2 Schedule

2.3 Response Format and Delivery

2.4 Questions

2.5 RFP Evaluation

2.6 Terms and Conditions

### **3.0 Requirements**

3.1 Summary of Requirements

3.2 Single Point of Contact (SPOC)

3.3 Pricing

3.4 Performance and Acceptance

3.5 Delivery and Installation

3.6 Maintenance, Warranty and Repair

3.7 Experience, Certifications and Insurance

### **4.0 Contractor Information**

## **1.0 PROJECT OVERVIEW**

### **1.1 RFP**

I

#### **SCOPE OF SERVICES**

As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-

184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) - Westerly Public Schools seeks to compare last mile Lit Services to Dark Fiber Self provisioning for the listed schools. These schools are following the State Education Technology Directors Association (SETDA) recommendations for bandwidth and require a substantive upgrade from their current level of service. The new service is requested to begin on or before July 1,2018, unless otherwise designated.

Westerly Public Schools has experienced significant bandwidth demand increases in the last 5 years. The school district's future plans include use of latency sensitive applications; upload reporting requirements, and significant peaks in bandwidth demand. Throttling bandwidth and operating on a contended network for these locations has been determined to be unacceptable based on the needs of our students.

With this in mind Westerly Public Schools is seeking options for a private dedicated network solution for the connections between the individual schools and their district data center where all fiber and routing equipment is 100% dedicated to Westerly Public Schools network. Any proposed fiber and routing equipment must be exclusive to Westerly Public Schools (Transport circuits will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.

Westerly Public Schools wishes to compare Lit Services, Dark Fiber services, and IRU for the completion of their district Wide Area Network (WAN). The current WAN [currently point to point lit service of various speeds to each location].

- Service is expected to be delivered to the Data Center, Westerly High School Ward Building,
- 23 Ward Ave, Westerly RI 02891
  
- Service is expected to be delivered to the eligible service locations from the Data Center at the following locations:
  - o Westerly Middle School, 10 Sandy Hill Road, Westerly 02891
  - o State Street School, 35 State Street, Westerly 02891
  - o Springbrook Elementary School, 39 Springbrook Road, Westerly 02891
  - o Dunns Corners Elementary School, 8 ½ Plateau Road, Westerly, 02891
  - o Tower Street School & Community Center, 93 Tower Street, Westerly, 02891
  - o Westerly Schools Transportation Garage, 8 Springbrook Road, Westerly, 02891

In each building, respondent must run infrastructure or service to an existing network closet designated by Westerly Public Schools, identified by "Location on campus" as identified above or by site walk-through.

Westerly Public Schools is seeking three options for bids. Respondents may bid one, two, or all three options. **The first option is a fully managed, lit fiber service WAN to these locations. The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. The third option is for a dark fiber IRU solution that includes special construction, the IRU fee, fiber maintenance, and operations.**

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short term and long term cost effectiveness analysis, Westerly Public Schools will determine which, if any, of the lit service, leased dark fiber, IRU or some combination of solutions is acceptable. There should be a clear break out of all costs with a clear delineation between eligible and ineligible costs. The specifications related to each solution option are as follows.

**Lit Service:**

Westerly Public Schools must have dedicated Lit Transport Bandwidth throughput (upload and download) of [10 Gbps, upgradable in 10 Gbps increments, with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable from [10 Gbps to 100 Gbps with 10 Gbps cost increments]. **All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

**1. Lit Service Price Proposal**

The “Lit Pricing Sheet” worksheet in the attached spreadsheet includes columns for respondents to provide [10G pricing (in 10Gbps increments)] between the hub or data center and the various endpoints. Price quotes are requested for [12 month, 36 month and 60 month] terms of service. Prices should be all inclusive. All inclusive in this case means, including all **special construction or non-recurring costs (NRC)** (see description in later section) required by the vendor to commence service and all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

**2. Additional Description**

**3.** Each lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections.

**Leased Dark Fiber**

As an alternative, respondents can quote a leased dark fiber network solution between the designated endpoints.

**4. Lease Price Proposal**

Each respondent is required to complete the pricing matrix appended as the “Leased Dark Fiber” worksheet in the spreadsheet accompanying this RFP. Respondents are encouraged to separate special construction charges as defined by E-rate eligibility rules. Preference will be

given to proposals that offer pricing with the majority of the costs being paid up-front and minimal MRC and annual maintenance costs.

**5. Additional Description**

Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Operations can be bid “bundled” with a leased dark fiber bid, or as a stand alone bid and must be described as such.

**IRU of Fiber**

As an alternative, respondents can quote a [5-20-year] indefeasible right to use (IRU) price for two (2) to four (4) strands of fiber between the designated endpoints.

**6. IRU Price Proposal**

Westerly Public Schools is interested in IRU-type pricing with a one-time capital cost payment for the 20 Year IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU.

Each respondent is required to complete the pricing matrix appended as the “IRU” worksheet in the spreadsheet accompanying to this RFP. Respondents are encouraged to separate special construction charges as defined by E-rate eligibility rules. Proposals that offer pricing with the majority of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably, when comparing proposals.

If special construction charges are requested by the vendor for the fiber proposed to be IRU’d, Westerly Public Schools expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

Each IRU response must also include description of proposal, maintenance, SLA, timeline, network diagram, demarcation, references, and Connect America Fund status as described in later sections. Operations can be bid “bundled” with a leased dark fiber bid, or as a stand alone service and must be described as such.

**General Terms for Leased Dark Fiber and IRU**

The following are general terms that apply to leased dark fiber and IRU solutions. Respondents may offer maintenance services, equipment purchase, installation, and management either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

*Fiber Specification*

- All dark fiber solutions must comprise of single mode fiber end to end.

## *Maintenance*

Westerly Public Schools requires on-going maintenance of the fiber on all Leased Dark Fiber, or IRU solutions. Maintenance responses are required as follows:

- All dark fiber responses (lease and IRU) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber and IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support Westerly Public Schools fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- As part of the maintenance contract for an IRU describe the process for relocates including assumption of costs.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and hand hole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Mean time to repair,
- Replacement of damaged fiber,
- Post repair testing
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes,
- Process for responding to locate requests.

## *Equipment, Installation, and Operations*

Westerly Public Schools requests that the respondent provide a quote for an annual operations cost to oversee the technical support of the WAN once the leased dark or IRU is available for service. Include price details in the "Operations" worksheet of the spreadsheet attached for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and annual cost to operate the equipment/circuits. Operations may be bid as a stand-alone service, however, "bundled" holistic solutions will be preferred, as outlined in the evaluation criteria.

The annual operations cost should include provision of:

- Procurement of necessary hardware to light the fiber path(s)
- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to Westerly Public Schools escalation list
- Incident response with timing standards that are in accordance to a Respondent provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support
- Re-provisioning of equipment necessary to put circuits back into service after an outage

### **Description of Proposal**

Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail Westerly Public Schools may find useful or necessary (or could differentiate the solution from a competing proposal).

### **Service Level Agreement**

Respondent will provide a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. The respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.9-99.99% network availability of each circuit.
- Lit and Operations proposals only: Frame/packet loss Commitment
- Lit and Operations proposals only: Network Latency Commitment
- Lit and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include but is not to be limited to the following services:

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service,



Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district.
- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Westerly Public Schools.

## **Timeline**

For each response, respondents must include a construction roadmap timeline for all sites. For lit and dark fiber responses, preference is given to responses with a service start for all sites on or before July 1, 2018, pending approval.

## **Demarcation**

All solutions whether lit fiber, leased dark fiber, dark fiber or IRU must terminate service or infrastructure to an existing network closet inside of the designated demarc address specified in the "Addresses" worksheet of the included spreadsheet. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

Respondent must specify your expected demarc setup included in base fees, e.g. wall mounted CPE and Cat6a handoff.

## **Network Diagram**

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

## **References**

For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Westerly Public Schools. If respondent responds to more than one option (e.g. lit fiber service as well as leased dark fiber), provide 3 references for each.

## **Special Construction and Non-recurring Cost**

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered **special construction** if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a **non-recurring cost** and must be entered into the pricing sheet accordingly.

New fiber special construction charges for lit service, leased dark or IRU projects as defined by the order include construction, design, engineering and project management. Westerly Public Schools requests that the respondents consider allowing Westerly Public Schools to pay the non-discount share (share of special construction costs that are the responsibility of Westerly Public Schools) to be paid in equal annual installments over the four years from Funding Year 2017 to Funding Year 2020 inclusive. Responses must include agreement or non-agreement of this request.

All E-rate applications including special construction are subject to review and detailed questioning. Respondents should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route in kmz or json format
- The cost per foot of fiber
- The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
- The cost per foot of outside plant materials (conduit, handholes, markers, aerial make ready materials)
- The cost per foot of outside plant installation (trenching, handhole and marker installation, installation of aerial make ready materials)

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the special construction capital allocable to Westerly Public Schools service.

## **Required Notice to Proceed and Funding Availability**

Westerly Public Schools will follow the purchasing policies of Westerly Public Schools Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

**All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.**

## E-rate Modernization Order Note

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

### **2.0 RFP ADMINISTRATION**

#### **2.1 Coordination and Contact**

Upon release of this RFP, all communications with Westerly Public Schools related to this RFP must be directed to the RFP Coordinator(s) listed below. Unauthorized contact with other Westerly Public Schools personnel regarding the RFP or RFP related activity may result in disqualification. Any oral communications between Westerly Public Schools and Contractor will be considered unofficial and non-binding on Westerly Public Schools. Any questions posed by Contractors may be shared with all other Contractors.

##### **2.1.1 RFP Coordinator(s)**

Coordinator 1

Coordinator 2

**Name: Mark G. Lamson**

**Name: Mike Sujka**

**Title: Director of Technology**

**Title: Network Admin/Operations**

**Email: [mlamson@westerly.k12.ri.us](mailto:mlamson@westerly.k12.ri.us)**

**Email: [msujka@westerly.k12.ri.us](mailto:msujka@westerly.k12.ri.us)**

#### **2.2 Schedule**

	<b>ACTIVITY DESCRIPTION</b>	<b>DATE</b>	<b>TIME</b>
1	RFP Released	April 7, 2017	
2	Contractor Site Visit		
3	Question Submittal	April 13, 2017	
4	Question Response to all contractors	April 17, 2017	
<b>5</b>	<b>Responses Due By</b>	<b>April 28, 2017</b>	<b>2:00pm</b>
6	Response Review	TBD	
7	Contractor Selection	TBD	
8	Contract Signing	TBD	
9	Acceptance Testing Complete	TBD	

2/8/17

### 2.2.1 Timeliness of Delivery

Contractors response in its entirety must be reached by the RFP Coordinator(s) listed above in accordance with the RFP Schedule and in the response format defined in this RFP. Late responses will not be accepted and disqualified from further consideration.

Postmarking by the Response Due Date will not substitute for actual response receipt; responses must be delivered in accordance with the delivery format specified in this RFP.

Requests by Contractors for additional time will not be granted.

### 2.3 Response Format and Delivery

#### 2.3.1 Response Format

Contractors must follow the directions outlined in this. Ambiguous or unclear responses, as determined solely by Westerly Public Schools, may be considered as non-compliant. Every requirement should be addressed and responded to and specifically marked as:

ACRONYM	DESCRIPTION	DETAILED DESCRIPTION
C	Comply	Totally compliant with requirement. Defined functionality is available now on a general availability release.
C/E	Comply with Exception	Partially compliant with requirement. Defined functionality is either a) available now on a general availability release but with partial functionality or b) available on a planned release. Full explanation must be included with response
NC	Not Compliant	Not compliant with requirement. Defined Functionality is not available or planned.

#### 2.3.2 Response Copies

Contractor shall submit one electronic copy of their completed RFP Response and four printed copies of their completed RFP Response, and deliver or mail them to the RFP Coordinator.

2/8/17

## **2.4 Questions**

Contractor RFP questions must be forwarded to the RFP Coordinator in writing, via email or via FAX, for proper consideration. All questions and responses will be forwarded to all vendors via email in accordance with the RFP Schedule.

## **2.5 RFP Evaluation**

### **2.5.1 Sole Judge**

Westerly Public Schools reserves the right to be the sole judge of the acceptability of any response and the sole judge of the proposals in determining which Contractor, if any, receives an award of contract for each phase.

### **2.5.2 Evaluation Factors**

The following factors will be used to evaluate the proposals, listed in order from the most to the least important:

- A. Contractor pricing and terms
- B. Ability of the Contractor to meet the stated requirements
- C. Ability of the Contractor to support SWSC long-term
- D. Contractor references for comparable installations
- E. Contractor maintenance, warranty and repair offerings
- F. RFP response completeness

There is not a commitment on the part of Westerly Public Schools to accept the lowest cost proposal or the conditions imposed by the Contractor as a requirement of acceptance.

### **2.5.3 Contract Negotiations**

Upon completion of the evaluation process and the award, contract negotiations will commence. All contract negotiations will be held at a location to be specified by Westerly Public Schools.

Contract negotiations will include the anticipated project phases, installation and cutover scheduling, maintenance, warranty and repair details, acceptance, training and any other considerations deemed necessary by Westerly Public Schools.

Department for contract closure.

## **2.6 Terms and Conditions**

### **2.6.1 Right to Change**

Westerly Public Schools reserves, at its sole discretion, the right to delay, reduce, alter, re-issue or cancel this RFP project at any time, for any reason.

Should Westerly Public Schools consider it necessary to change any part of this RFP; Contractors will be notified via email, including any changes to the requirements or schedule.

### **2.6.2 Equipment Quantities**

Location and user quantities specified in various sections of the RFP are estimations for proposal award purposes and in no way represent a guarantee of the equipment quantities ultimately purchased. The number of locations and users represents Westerly Public Schools best information at the time of the RFP.

In responding to this RFP, the Contractor commits to provide the equipment and support required to meet the equipment quantities defined in this RFP.

### **2.6.3 Cost of Preparing Responses**

All costs incurred by Contractor in preparation of their proposal, including but not limited to travel, material, administrative or professional expenses, are not chargeable to Westerly Public Schools for any reason, and must be paid by the Contractor. Westerly Public Schools shall not pay any expenses incurred in the preparation of the proposal or contract as a result of the termination of the RFP or termination of the contract resulting from this RFP.

### **2.6.4 Responses Considered Property of Westerly Public Schools**

All proposal responses and materials submitted by Contractors become the property of the Westerly Public Schools and become public record. Public records are by law open to inspection by the public. The proposal responses and materials may be returned solely at the discretion of Westerly Public Schools.

Westerly Public Schools reserves the right to all ideas and recommendations presented in the proposal responses, without awarding a contract and regardless of the out-come of the RFP.

### **2.6.5 No Obligation to Enter into Contract**

The release of this RFP in no way obligates Westerly Public Schools to award a contract.

### **2.6.6 Minor Administrative Irregularities**

Westerly Public Schools reserves the right to waive minor administrative irregularities contained in any response, and shall be the sole judge of what constitutes a minor administrative irregularity.

### **2.6.7 Binding Signature**

By placing their signature on the proposal, Contactor's certify that they:

- A. Have read this RFP in its entirety
- B. Are authorized to bind the Contractor
- C. Agree to furnish the equipment, services and support specified

### **2.6.8 Payment for Services**

Payments will be made based on Contractor's pricing as defined in the RFP, after Acceptance by Westerly Public Schools. Upon successful completion of the Acceptance phase of the implementation, Contractor will submit an invoice which will be paid within 30 days of receipt of invoice.

## **3.0 GENERAL REQUIREMENTS**

### **3.1 Requirements Response**

All Contractors must respond to all general requirements listed in this RFP.

Will make the connections to the Network Equipment under the supervision of Westerly Public Schools

### **3.2 Contractor Commitments**

#### **3.6.1 Single Point of Contact (SPOC)**

Contractor must be the Single Point of Contact (SPOC) relative to all equipment, services and support outlined and implicit in each phase outlined in this RFP. If Contractor utilizes equipment, services or support from another manufacturer or supplier, Contractor shall be responsible for managing all relations and communications with those manufacturers and suppliers. If Contractor utilizes equipment, services or support from another manufacturer or supplier, said utilization must be noted in the RFP response.

Any requirement outlined in this RFP which requires equipment, services or support from another manufacturer or supplier should be marked as "C/E", or Comply with Exception.

#### **3.6.2 What Constitutes a Binding Commitment**

Any written commitment by Contractor within the scope of this RFP and subsequent contract shall be binding on the Contractor. Failure of the Contractor to fulfill any such commitment shall render Contractor liable for damages due to Westerly Public Schools. Such commitments include, but are not limited to, the following items:

A. Any warranty or representation made by Contractor in their proposal relating to hardware, software, system or network performance, or other physical design or functional characteristics.

B. Any warranty or representation pertaining to the responsiveness, timeliness or quality of services and support



C. Any subsequent warranty or representation pertaining to the above, agreed to after the RFP award and/or contract signing, which will be documented and incorporated into the permanent contractual record

### **3.6.3 Five Year Commitment**

Contractor commits to maintain their status as SPOC for a period of five years from date of contract, including procurement of all standard components required to grow the configuration in support of new users and locations, for all features, functionality and services committed to in the proposal. If a manufacturer or supplier goes out of business or discontinues hardware, software or systems essential to the continued operation of the voice communication network as outlined in this RFP, the Contractor must provide an alternative acceptable to Westerly Public Schools, or, at Contractor expense, change to a new system equal in function, performance and quality to the original system.

### **3.3 Subcontractors**

#### **3.7.1 Use of Subcontractors**

Where relevant, Contractor must identify any subcontractors for planned equipment, services or support, or other duties or obligations, using the response format detailed in Section 3.2 above. While Westerly Public Schools will not unreasonably withhold consent to utilize subcontractors, Westerly Public Schools reserves the right to withhold consent to utilize any subcontractors, and act as the sole judge in this regard.

#### **3.7.2 Contractor Liability for Subcontractors**

In no event shall the existence of an approved subcontract release or reduce the liability of the Contractor for all aspects of the project. Any breach in the performance of duties is the sole responsibility of the Contractor.

#### **3.7.3 Contractor Liability for Damage**

Contractor agrees that all subcontractors shall be held to be agents of the Contractor. Contractor shall be liable for any loss or damage to Westerly Public Schools, including but not limited to personal injury, physical injury, and physical loss, harassment of Westerly Public Schools employees or violation of any section of the contract.

#### **3.7.4 Contractor Discipline**

The Contractor shall enforce strict discipline and good order among the Contractor and subcontractor employees carrying out the work associated with the project. The Contractor and its subcontractors shall not employ any unfit persons or persons not skilled in the tasks assigned them. Contractor and subcontractor employees must be aware of and adhere to Westerly Public Schools security policies and procedures when operating in Westerly Public Schools facilities.

#### **3.7.5 Non-Business Hour Work**

Contractor must consider that Westerly Public Schools intends to ensure the minimum disturbance to our departments working environment during the implementation and turn up of the new Communications Network. This

requirement is highly likely to require non-business hours work schedules, including nights and weekends, and Contractor should consider this in their proposal.

### **3.4 Pricing**

#### **3.8.1 Best Pricing**

Contractor agrees to provide best pricing for the response and on-going, including notification and incorporation of price reductions, volume discounts, government discounts and any other price affecting factors received from manufacturers, suppliers and subcontractors, or manifested in promotions or changes offered by the Contractor.

#### **3.8.2 Continual Improvement**

Contractor agrees to a continual improvement policy for pricing, guaranteeing annual improvements in price for all elements proposed into the voice communications network.

#### **3.8.3 Detailed Pricing**

Contractors are required to provide detailed per component pricing for the proposed configuration.

### **3.5 Acceptance**

Acceptance Testing refers to the tests, tasks and methods of procedure that once successfully completed, will ensure the performance and operating standards defined below have been met.

#### **3.9.1 General Commercial Shipping Release**

All proposed hardware, software and systems proposed in response to this RFP must be in general commercial, or General Availability (GA), release at the time the proposal is submitted.

#### **3.9.2 Westerly Public Schools Sole Judge of Acceptance**

Westerly Public Schools, at its sole discretion, will determine whether the Contractor's solution has successfully completed the Acceptance Period. All systems must undergo

Acceptance Testing; acceptance testing is required for all newly installed systems and components.

### **3.9.3 Acceptance Testing for Replacements**

Unless waived in writing by Westerly Public Schools, Acceptance Testing is required prior to the acceptance of replacement or substitute systems or components, as well as systems or components that are added during the course of the project.

#### **3.9.4 Acceptance Test Period**

Contractor will notify Westerly Public Schools in writing when the network deployment is ready for Acceptance Testing. Acceptance Testing shall commence on the first City workday following the City's receipt of written notification of readiness and shall end when the system has met the Performance and Operating standards for a period of 30 calendar days.

#### **3.9.5 Acceptance Test Plan**

Contractor will provide copies of standard Acceptance Test plans for all proposed systems or major components, Westerly Public Schools may incorporate parts or all of these standard Acceptance Test plans, but will also require Acceptance Testing at a system level, with all components in place and inter-connected, and will provide this Acceptance Test plan after award of contract and prior to implementation.

Westerly Public Schools will work with the Contractor to define a fair and comprehensive high level system Acceptance Test plan and views the Acceptance Testing plan and process as critical to both Westerly Public Schools and the Contractor. The intent of the testing is to ensure Westerly Public Schools receives the functionality and quality promised and to establish a well-defined baseline for the Contractor to meet to receive payment.

#### **3.9.6 Contractor Support during Acceptance Testing**

Provider will provide post-cutover support and will repair problems encountered during the 30 day acceptance period, and any extended period required for the Contractor to meet the acceptance criteria, at no additional charge to Westerly Public Schools.

#### **3.9.7 Work Outside Scope of Contract**

If work is performed outside the scope of the contract, Contractor will provide change order forms and will provide, for Westerly Public Schools approval, a cost and time estimate for the work.

### **3.9.8 Formal Acceptance**

Westerly Public Schools will formally accept the equipment on a location by location basis, after successful completion of the Acceptance Testing period, with adherence to the Performance and Operating Standards. Westerly Public Schools will provide written acceptance for each location.

### **3.9.9 Performance and Operating Standards**

Performance and Operating Standards must be followed.

Formal Acceptance of the installed systems will occur after a) completion of the standard acceptance testing and b) a period of 30 days meeting the following performance criteria:

### **3.9.10 Outstanding Issues**

Any outstanding issues from the Acceptance Testing must be resolved to Westerly Public Schools Education Department's satisfaction prior to formal acceptance and payment.

### **3.9.11 Consequences for Failure to Meet Performance and Operating Standards**

**3.9.11.1** if during Acceptance Testing a component fails to satisfy Westerly Public Schools in more than 15% of the systems or components to be accepted, the component will be replaced in all units. Upon request, Westerly Public Schools shall also make available (subject to production constraints) other Westerly Public Schools devices that could help the Contractor identify the cause of the failure and repair it.

**3.9.11.2** If the equipment does not meet the Performance and Operating standard within 30 days after the start of Acceptance Testing, Acceptance Testing shall continue on a day to day basis until the Performance and Operating standards are met for 30 consecutive days.

**3.9.11.3** If the equipment does not meet the Performance and Operating standard within 30 days after the start of Acceptance Testing, Westerly Public Schools shall have the option to request replacement equipment, extend the performance period or terminate the project (or portions thereof) and seek relief.

**3.9.11.4** If the equipment does not meet the Performance and Operating standard within 60 days after the start of Acceptance Testing, the City of Westerly Public Schools reserves the right to seek relief for any and all incurred damages.

**3.9.11.5** Westerly Public Schools will neither accept equipment nor pay for any equipment associated charges until the equipment has satisfactorily completed the Acceptance Testing. In addition, no monies will be paid until Westerly Public Schools grants formal acceptance.

**3.6 Delivery and Installation**



### **3.10.1 Contractor Project Team**

Westerly Public Schools reserves the right to approve or disapprove any change in the Contractor's Project Team, once the contract is signed and the project initiated. This is to ensure that personnel with vital experience or knowledge are not arbitrarily removed from the project prior to a successful implementation and turn-up. Project Team personnel changes not approved by Westerly Public Schools may constitute cause for contract termination.

### **3.10.2 Site Preparation Documentation**

Contractor shall provide site preparation specifications and instructions for the proposed hardware, software and systems, per location. These specification and instructions shall in such detail as to ensure that any hardware, software and systems, if installed according to these specifications, shall operate efficiently from an environmental and functional perspective. Any subsequent alterations or modifications to the site that are directly attributable to incomplete or erroneous specifications provided by the Contractor and that involve additional expense shall be made at the expense of the Contractor.

Westerly Public Schools will cause the sites to be prepared in accordance with Contractor's written specifications and instructions, unless the Contractor has agreed to be responsible for such site preparations.

### **3.10.3 Delivery**

Contractor shall be responsible for safe delivery of all hardware, software and systems to each and every location, including delivery in-building to the appropriate floor and room where the hardware, software or system is to be installed. Any hardware, software or system that is damaged during shipment or delivery shall be replaced at the expense of the Contractor.

### **3.10.4 Unpacking, Inspection and Installation**

Contractor shall unbox, inspect, set in place, interconnect, configure and test all hardware, software and systems prior to acceptance testing initiation.

### **3.10.5 Contractor On-Site Support**

Contractor agrees to provide technical on-site support for up to three (3) days after turn- up, to assist with troubleshooting, moves-adds-changes, informal training and root cause analysis regardless of source.

### **3.11 Maintenance, Warranty and Repair**

#### **3.11.1 Contractor Help Desk Operation**

Maintenance Contractor must provide a Technical Help Desk function, capable of answering technical questions and providing technical assistance during Westerly Public Schools normal business hours (7:00 AM to 4:00 PM EST, Monday through Friday). This support includes, but is not limited to, troubleshooting, programming and maintenance operations.

#### **3.11.2 Help Desk Call Back**

Contractor must have a first level technical support person call back to Westerly Public Schools within 45 minutes of Westerly Public Schools initial call. At this time, the two parties will exchange trouble ticket information. All subsequent e-mail or written correspondence must provide the common trouble ticket number.

#### **3.11.3 Warranty Start**

The warranty period will commence on the first business day following the completion of the Acceptance Testing period.

#### **3.11.4 Warranty Period**

Warranty period will be one year from date of acceptance. Contractor warrants that all equipment purchased under this contract when installed will be in good working order and will conform to Contractor's published specifications. All equipment must be new;

remanufactured or refurbished equipment is strictly prohibited. All supplied equipment is subject to these conditions.

### **3.12 Experience, Certifications and Insurance**

#### **3.12.1 Network Experience**

Contractor must have 5 years minimum previous experience installing, configuring and maintaining this equipment.

#### **3.12.2 Certifications**

TBD

#### **3.12.3 Insurance**

Contractor must show proof of:

**3.12.3.1** Commercial General Liability Insurance: Aggregate of \$1,000,000.

**3.12.3.2** Automobile Liability Insurance: Limit of \$1,000,000

## **4.0 CONTRACTOR INFORMATION**

### **4.1 Contractor Years in Operation**

Detail the number of years Contractor has been in operation.

### **4.2 References**

Contractor must include a minimum of three references for demonstrating that it has successfully implemented solutions of similar scope, size and complexity. The equipment must have been installed for a minimum of three months.

### **4.3 Trained personnel**

**3.12.3.3** Workers Comp. & Employers Liability Insurance: \$100,000 each accident.

**Bid # and Name** \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**FIN:** \_\_\_\_\_

(Federal ID Number)

**Receipt of Addendum(s)** \_\_\_\_\_

**Completed and submitted Appendix A** \_\_\_\_\_

**If awarded, Certificate of Insurance to be issued with the Town of Westerly/Westerly Public Schools as Certificate Holder \_\_\_\_\_ Yes \_\_\_\_\_ No per bid specifications if applicable.**

**Did you deviate from the specifications in any way YES \_\_\_\_\_ NO \_\_\_\_\_**

**(If yes, you must submit a detailed description of all deviations so that your product or service can be properly evaluated.)**

Bidder: \_\_\_\_\_

(Printed name)

By: \_\_\_\_\_

(Signature and Title)

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement and submit with your proposal.** A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall

immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

\_\_\_ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

\_\_\_ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

\_\_\_ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging In investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_ 12 If the product is subject to Department of Commerce Export Administration Regulations {EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:. \_\_\_\_\_

\_\_\_ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_



(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

---

Contractor \_\_\_\_\_

Link \_\_\_\_\_ Speed, number of strands current, future \_\_\_\_\_

Labor \$ \_\_\_\_\_

Materials \$ \_\_\_\_\_

Permits \$ \_\_\_\_\_ (estimated)

Splicing \$ \_\_\_\_\_ As-builds \$ \_\_\_\_\_

Option- 5,10, 20 year financing: \$ \_\_\_\_\_ per year for \_\_\_\_\_ years.