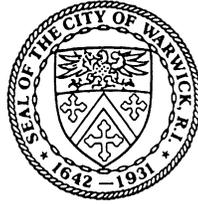


PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK

PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 EXT. 6240
FAX (401) 737-2364

The following notice is to appear on the City of Warwick's website Thursday, October 22, 2015. The website address is <http://www.warwickri.gov/purchasing-division/pages/request-proposals-and-invitations-bid>.

CITY OF WARWICK BIDS REQUESTED FOR

Bid #2016-164 Avaya PBX Maintenance Services & Equipment

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, October 22, 2015.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until **10:00 AM**, Wednesday, November 4, 2015. The bids will be opened publicly commencing **10:00 AM**, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.
=====

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____
Bid #2016-164

Purchasing Agent

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid #2016-164 Avaya PBX Maintenance Services & Equipment

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy, as well as one (1) copy of the proposal on CD-ROM, in either MS-Word or PDF format. Bids should be in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid #2016-164 Avaya PBX Maintenance Services & Equipment."

Should you have any questions, please contact Raymond McKay, MIS, 3275 Post Rd. Annex, Warwick, RI at 401-738-2000, extension 6323.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

Prices are to be held firm from date of award through June 30, 2017. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original certificate of insurance for General Liability and Product Liability in a minimum amount of \$1 million, naming the City of Warwick as the additional insured and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

Per Section 56-5(f), Post-Bid Award Requirement. When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity shall provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder must furnish a labor and material bond, and a performance bond in the amount of 100 percent of the total bid price, if required.

The successful bidder will provide said Certificate of Insurance and Certificate of Good Standing and bonds (if required) within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Certificates may be mailed to the City of Warwick Purchasing Division or an email may be sent to bids@warwickri.com.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the

materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws, which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.



CITY OF WARWICK
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000
FAX (401) 732-1307

Specifications

For

Avaya PBX Maintenance

Services

FY 16

1. INTRODUCTION

- 1.1. The **City of Warwick**, Rhode Island, hereon also known as **CITY**, is requesting bids for Avaya PBX Maintenance.
- 1.2. The **City of Warwick** School Department is not included in this RFP.
- 1.3. Gender Specific Terminology - The use of gender specific terminology is for ease of writing only and does not establish a bias for or against any party.
- 1.4. Proposer/Bidder - is the company or entity responding to the RFP.
- 1.5. The **CITY** has two (2) Avaya PBX's that require support. One (1) is at 3275 Post Rd (G3i) and the other is located at 925 Sandy Lane (G3vs). The PBX's are connected via a T-1 line.

2. DISCLOSURE OF INFORMATION

- 2.1. Proposer and the **CITY** mutually acknowledge that the design, intellectual property, and operation of the *Equipment* and supporting Network are integral to the business of the proposer and the **CITY**.
- 2.2. Neither party shall, without the written consent of the other party, divulge or disclose to any third parties any information concerning the design, intellectual property, or operation of the *Equipment* or the affairs of the other party, which comes to their knowledge.
- 2.3. Proposer shall not without the written consent of the **CITY** divulge or disclose to any third parties any information concerning the affairs of the **CITY** which comes to the knowledge of proposer.
- 2.4. Proposer may not use the **CITY** as a reference or announce to anyone anything about the affairs of the **CITY**, including that the **CITY** is a customer without prior written approval of the **CITY**.
- 2.5. Request for and acceptance of this RFP by the proposer and the issuing of said RFP by the **CITY** convey an agreement of Section 2 between the Parties.

3. OBJECTIVE / PROJECT TERM

3.1. Objective:

- 3.1.1. The **CITY** is seeking cost proposals for Avaya PBX maintenance:
 - 3.1.1.1. 8 x 5 / 4 hours onsite

3.2. Project Scope:

3.2.1. To provide technical support, remote support, onsite support, and replacement parts for the **CITY’S** Avaya PBX system.

3.3. Payments:

3.3.1. Payments will be monthly payments for the duration of the contract.

4. RFP SUBMITTAL OPENING

4.1. The bid submittal opening will be on **Wednesday, November 4, 2015**, at **10:00 a.m.** in the Lower Level Conference Room of City Hall, 3275 Post Road, Warwick, Rhode Island.

5. RFP EVALUATION

5.1. The evaluation criteria for proposers will include:

5.1.1. Service cost, and recurring costs which will represent a weighted score of 40%

5.1.2. The remaining items combined will be weighted at 60%

5.1.2.1. Adherence to RFP specifications format and ability of the proposers to meet the RFP specification – 30%

5.1.2.2. Warranty provisions and proposers parts and supplies location – 15%

5.1.2.3. Client references and Company background – 15%

6. PROPOSER INFORMATION

6.1. Failure to supply any document requested or failure to complete any RFP information may be considered grounds for rejection of a RFP as being non-responsive. The **CITY** reserves the right by issuing written notification to require any proposer to correct, clarify or complete any section in their RFP response.

7. PROPOSER PRESENTATIONS

7.1. The proposer may be called upon by the **CITY** to present the details of its proposal in a meeting with **CITY** officials or in a general presentation before **CITY** officials.

8. PROPOSALS RECEIVED

8.1. Attention is called to the fact that the proposers not only offer to assume the obligations and liabilities imposed upon the contractor in the RFP, but expressly make all the representations and warranties made therein by him. No effort is made to emphasize any particular provisions of the RFP. Proposers must familiarize themselves with every provision and its effect.

9. DETERMINATION OF AWARD

- 9.1. Each party receiving and / or otherwise acquiring this proposal package acknowledges that, in the determination as to the award of the ultimate contract, the **CITY** will exercise sole discretion in making the final decision. Each party submitting a bid does so recognizing that no cause of action or claim may arise in such party's favor in any way relating to the exercise of such discretion against the **CITY**, any consultant of the **CITY** or any person, firm, corporation, or other legal entity engaged by the **CITY** to assist in making the final decisions.

10. REQUEST FOR PROPOSALS

- 10.1. Bids received prior to the advertised hour of opening will be kept securely sealed. The **CITY** official whose duty it is to open them will decide when the specified time has arrived, ***and no bid received thereafter will be considered.***
- 10.2. At the time and place fixed for the opening of bids, the **CITY** will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Proposer and other persons properly interested may be present, in person or by representative.
- 10.3. All bids must be submitted on forms supplied by the **CITY** and shall be subject to all requirements of the contract documents. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid form by the proposer.
- 10.4. The proposer shall provide two (2) printed copies of the proposal as well as one (1) copy of the proposal on CD-ROM, in either MS-Word or PDF format. The proposer shall provide brochures, technical manuals, engineering bulletins and other information, which details, but is not limited to detailing, information for all *Equipment* and services proposed as applicable.
- 10.5. Bid documents including the bid and Non-Collusion Affidavit shall be enclosed in an appropriate tamper proof container (envelope, box, etc. sealed with security tape) which shall be clearly labeled with the words:

"Bid #2016-164 Avaya PBX Maintenance Services & Equipment"
- 10.6. If the contract is awarded, the **CITY** will award it to the lowest qualified proposer on the proposal that most efficiently meets the evaluation criteria of the **CITY** as outlined in this RFP.
- 10.7. The contract will require the completion of the work according to the contract documents.

10.8. Each proposer shall include in his bid the following information:

- Principals
- Names
- Home Addresses, including City, State and Zip Code
- Firm
- Name
- Treasury Number
- Address
- City, State and Zip Code
- Contact Phone Number

11. COST OF PROPOSALS

11.1. Expenses incurred in the preparation of proposals in response to this RFP and follow-up presentation if required, are the sole responsibility of the proposer.

12. CORRECTIONS

12.1. Erasures or other changes in the bids must be explained or noted over the signature of the proposer.

13. EXECUTION OF AGREEMENT

13.1. Subsequent to the award of the contract and within ten (10) business days after the prescribed forms are presented for signature, the successful proposer shall execute and deliver to the **CITY** an Agreement in the form included in the contract documents in such number of copies as the **CITY** may require.

13.2. The failure of the successful proposer to execute such Agreement within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the **CITY** may grant, based upon reasons determined sufficient by the **CITY**, shall award the contract to the next lowest responsible proposer or re-advertise for proposals. If a more favorable proposal is received after re-advertising, the defaulting proposer shall have no claim against the **CITY**.

14. RFP DOCUMENTS

14.1. All required information shall be furnished by the proposer on forms / templates provided by the **CITY** for that purpose.

14.1.1. A complete set of RFP and contract forms are included herein for the convenience of proposers.

15. PROPOSERS TO INVESTIGATE

15.1. Proposers are required to submit their bid upon the following express conditions which shall apply to be deemed a part of every bid received, viz.:

15.1.1. Proposers must satisfy themselves by personal examination of the site(s) of the work and by such other means as they may wish, as to the actual conditions there existing and character and requirements of the Work, and the difficulties attendant upon its execution. By submitting a proposal, proposer certifies that he is fully aware of the conditions of service and purpose for which *Equipment* included in this RFP are to be serviced, and that his offering will meet these requirements of service and purpose to the satisfaction of the **CITY**.

16. COMPLEMENTARY DOCUMENTS

16.1. The ADVERTISEMENT AND INVITATION FOR RFP Responses, included herewith, is complementary to this document and shall be carefully reviewed by proposer for specific instructions, which are not repeated herein.

17. QUESTIONS REGARDING DOCUMENTS

17.1. Clarification and interpretations of this Invitation to provide an RFP Response may be requested in writing, preferably via email.

17.2. Direct all inquiries to:

➤ Mr. Raymond McKay
Network / Telecom Administrator
3275 Post Road
Warwick, Rhode Island 02886
(401) 738-2000 ext. 6323
Email: raymond.t.mckay@warwickri.com

17.3. In general, no answer will be given to prospective proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFP or Contract Documents, or the equivalent or use of products or methods other than those designated or described in the specifications. Any information given to proposer other than by means of the Contract Document, including Addenda, as described below, is given informally, for information and the convenience of the proposer only and is not guaranteed. The proposer agrees that such information shall not be used as the basis for the RFP nor shall the giving of any such information entitle the proposer to assert any claim or demand against the **CITY** on account thereof.

17.4. To receive consideration, any questions shall be submitted in writing, via email, to the Purchasing Agent, purchasing@warwickri.com, at least five (5) calendar days before the established date for the Opening of the RFP. If the question involves the quality or use of products

or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Purchasing Agent to determine the equality or suitability of the product or method. In general, the Purchasing Agent will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the Work.

17.5. The Purchasing Agent will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as stated above with clarifying responses, provided in his sole judgment, are appropriate or necessary. The Purchasing Agent will send a copy of these Addenda to those prospective proposers known to have taken out sets of Contract Documents at least three (3) calendar days prior to the receipt of bids.

17.6. The proposer agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

18. USE OF SPECIFIC MANUFACTURER'S FUNCTIONAL EQUIPMENT

18.1. Use of specific names and numbers is not intended to restrict the proposing of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or *Equipment* considered best adapted to the **CITY**'s intended use.

18.2. The use of such product and information terminology does not preclude a proposer from bringing forth a standards based proposal that will provide the same performance level or exceed such performance levels as are indicated.

19. COMPLIANCE WITH FEDERAL AND STATE LAW

19.1. All work, materials, and workers' pay will comply with all state and federal laws, municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction.

19.2. Successful proposer will obtain and pay for all permits / licenses necessary, notify proper authorities for inspections and furnish any certificates required for the work. If there are violations of codes, the proposer will correct the situation at no cost to the **CITY**.

20. HARDWARE AND SERVICES COST

20.1. Proposer shall, in the format prescribed by the RFP Documents, quote a firm price for Avaya PBX Maintenance as described herein.

21. QUANTITIES

21.1. Quantities, items, amounts and the like are estimates, and are not a guarantee to buy in this amount. The **CITY** reserves the right to adjust the scope of any proposal based on the availability of funds, to accept any proposal, or part thereof, and to reject any or all proposals, should the **CITY** deem it to be in its best interest to do so.

22. PROPOSER CERTIFICATIONS

22.1. The proposer shall submit the following certifications on the forms provided:

22.1.1. Tax Law Compliance Certification

22.1.2. Non-Collusive Affidavit

22.1.3. Certificate of Corporate Authority (if applicable)

22.1.4. Proposer Qualifications Questionnaire

22.2. On the form provided proposer shall verify compliance with the minimum requirements put forth in the section “Qualifications of Proposer”. All questions shall be answered fully and in sufficient detail to demonstrate the proposer’s eligibility to be considered a responsible bidder in accordance with the requirements stated herein.

23. BINDING SIGNATURE

23.1. The RFP Documents will be signed by the person(s) legally authorized to bind the proposer to the contract. In the case of a corporation, the proposer shall supply a Certification of Corporate Authority, in the form provided herein.

24. SUPPLEMENTAL PROPOSER SUBMITTAL

24.1. The **CITY** reserves the right to request clarification of submitted material or additional information as may be required for proper evaluation of the bids.

24.2. Failure to submit all requested data might be grounds for a proposal to be considered non-responsive.

25. STATEMENT OF PROPOSER'S QUALIFICATIONS

25.1. Each proposer shall submit a statement of the Proposer's Qualifications, his experience record of servicing and installing the type of *Equipment* proposed in this RFP, *Equipment* availability for the work contemplated, his local organization (number of employees and titles); and, when specifically requested by the **CITY**, shall make available a detailed financial statement. The **CITY** shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform his obligations under the contract and the proposer shall furnish the **CITY** all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the **CITY** that the proposer is qualified to carry out properly the terms of the contract.

25.2. The RFP and the proposer's response to the RFP and response to the proposer's statement of the proposer's qualifications shall become part of the final contract negotiated between the parties.

26. QUALIFICATIONS OF PROPOSER

26.1. The contract, if awarded will be awarded only to a responsible proposer who is selected by the **CITY** to do the work specified herein.

26.2. Proposer must have staff with verifiable certifications to perform the required maintenance.

26.3. Proposer must comply with all laws, ordinances, and regulations (Federal, State, City, or other) covering work of this character, including the rules of the Federal Communications Commission (FCC) (when applicable).

26.4. Proposer must be providing like Avaya PBX maintenance to other customers in the State of Rhode Island for a minimum of a three (3) year period prior to awarding of bid.

26.5. Proposer must have a ticket tracking system that the **CITY** can reference calls it has made.

26.6. Proposer must supply an escalation list in the event of network outage or customer service issue. The escalation list must include office number and wireless phone number.

26.7. Proposer must provide a toll free line to access live help / customer service support personnel 24 hours a day, seven (7) days a week, 365 days a year.

26.8. Proposer should provide a management, maintenance, and billing web site for the **CITY** to manage its account and review its billing. If such information is not available, then monthly work reports must be provided to the **CITY**.

26.9. The proposer shall warranty all work performed.

26.10. The proposer shall have supplied the proposed service to at least five (5) clients in the local area, at least two (2) of which shall be governmental agencies, municipalities and/or authorities in a manner deemed satisfactory by said governmental clients and/or authorities.

26.11. Proposer shall indemnify and hold the **CITY** harmless for injury to persons, death, damage to property (including the interruption of service), or damage to *Equipment*, where such loss, claim or damage was caused by the fault or negligence of proposer or the fault or negligence of any of its employees, representatives, subcontractors, and employees of subcontractors or agents while on the premises.

26.12. Proposer shall obtain and maintain throughout the term of this RFP, at its sole expense, comprehensive general liability and property damage insurance, including contractual liability, completed operations and product liability insurance with an insurance company of recognized, sound standing and with a Best's Insurance rating of A or better in an amount of not less than

\$1,000,000 for any one (1) occurrence and in the aggregate. Such policy shall name **CITY** as an additional insured and shall contain severability of interest and cross liability endorsements.

26.12.1. On award of the RFP and thereafter on request by **CITY**, proposer shall furnish **CITY** a certificate of insurance evidencing coverage and naming the **City of Warwick** as the additional insured. Proposer shall, as necessary during the term of this agreement, increase coverage to reflect increases in the Consumer Price Index (All Items).

26.13. In the event of any conflict or inconsistency between the provisions of this RFP and the provisions of any schedule annexed hereto or any document referred to in any schedule, the provisions of this RFP shall prevail and govern the interpretation thereof.

26.14. Proposer and the **CITY** each represent that they have the power and authority to enter into this agreement and that this agreement constitutes a valid and binding obligation of each party.

26.15. The **CITY** shall permit proposer full access to the premises as required for performance of the obligations of proposer contained herein.

26.16. This agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Rhode Island and the Charter and Ordinances of the **City of Warwick**.

27. DELIVERY

27.1. Delivery of any related parts / supplies will be Free On Board (FOB), inside, via truck to the various locations as necessary.

28. ADDITIONAL COSTS

28.1. Proposers will advise the **CITY** of any costs the **CITY** may be required to assume that are not contained in the RFP. Costs not so identified will be borne by the proposer.

29. STATUTES REGARDING COMPETITIVE BIDDING

29.1. Bidding procedure and award of contract shall be in accordance with the provision of the General Laws (Ter. Ed.) of the State of Rhode Island, including all current amendments, and the Charter of the **City of Warwick** and the Warwick Code of Ordinances.

29.2. In the event of any discrepancy or inconsistency between the provisions of these RFP and Contract Documents and the above-mentioned statutes, notwithstanding anything in these documents to the contrary, the provisions of the above mentioned statutes shall govern. In such event, the application of all remaining provisions to the RFP and contract documents, and the application of any provision in conflict, to any person or circumstance other than that in which the conflict occurs, shall not be affected thereby.

30. STATEMENT OF UNDERSTANDING

- 30.1. All responses are to include a statement that the *Equipment* and services proposed are in accordance with this RFP and the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

31. WITHDRAWAL OF RFP's

- 31.1. Except as hereinafter in this subsection or otherwise expressly provided, once his RFP is submitted and received by the **CITY** for consideration and comparison with other RFP's similarly submitted, the proposer agrees that he may not and will not withdraw it within 120 consecutive days after the actual date of the opening of the RFP's.

- 31.2. Upon proper written request and identification, bids may be withdrawn only as follows:

31.2.1. At any time prior to the designated time for the opening of bids.

31.2.2. Provided the bid has not therefore been accepted by the **CITY**, at any time subsequent to the expiration of the period during which the proposer has agreed not to withdraw his bid.

- 31.3. Unless a bid is withdrawn as provided above, the proposer agrees that it shall, for *Equipment* and/or services Proposed, be deemed open for acceptance for 120 days or until the contract has been executed by both parties thereto or until the **CITY** notified a proposer in writing that the bid is rejected or that the **CITY** does not intend to accept it.

32. INSURANCE CERTIFICATES

- 32.1. The contractor will not be permitted to start any work until he has submitted certificates covering all insurance requirements called for in this RFP.

33. SALES TAX

- 33.1. *Equipment and services* purchased will be exempt from the Rhode Island Sales and Use Tax. The exemption certificate number will be furnished to the contractor. Each proposer shall take this exemption into account in calculating his bid for the work.

34. AWARD OF CONTRACT: REJECTION OF PROPOSALS

- 34.1. The Contract will be awarded to the responsible proposer submitting the most qualified bid and complying with the conditions of the [Bid Evaluation](#). The proposer to whom the award is made will be notified at the earliest possible date. The **CITY**, however, reserves the right to reject any and all proposals and to waive any informality in proposal received whenever such rejection or waivers is in its interest.

- 34.2. Reliability is an essential component in consideration of award of this RFP. The successful proposer shall prove reliability of continuing performance by clearly stating areas of redundancy, maintenance, maintenance procedures, system and component support, etc. The successful proposer shall state its experience and capabilities in delivery, installation, and maintenance.

35. COLLUSIVE AGREEMENTS

- 35.1. Each proposer submitting a bid to the **CITY** for any portion of the work contemplated by the documents on which proposal is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any person, firms, or corporation in regard to any bid submitted.
- 35.2. Before executing any subcontract, the successful proposer shall have submitted the name of any proposed subcontractor at the time of the opening of proposals, for prior approval.

36. CANCELLATION

- 36.1. In the event the **CITY** exercises its option not to enter into a contract with any proposer whether before or after award, the **CITY** will not be liable for any payments, penalty fees, expenses, interest, court costs, legal fees or liquidated damages incurred by the proposer beyond the termination date.
- 36.2. Failure of the proposer to execute a contract conforming to specifications and in accordance with the RFP, including commitment to promised delivery dates, will constitute sufficient grounds, at the option of the **CITY**, for not entering into a contract.

37. WARRANTIES

- 37.1. The proposer must warrant at a minimum that all replacement *Equipment* shall be in good working order and installed in a workmanlike manner, shall be free of defects, shall be installed and conform to published specifications, shall be fit to serve and perform any functions that may be described in published specifications applicable to such replacement *Equipment*.
- 37.2. The proposer agrees to repair, adjust and/or replace (whichever will be in the **CITY**'s best interest) any defective *Equipment*, materials, or other parts of the *Equipment* (as well as all parts of the System damaged or destroyed as a result of such defect) during such period at the proposer's sole cost and expense.
- 37.3. Upon or before successful acceptance testing, all warranties from third party suppliers should be passed to the **CITY**.

38. SITE CLEAN UP

- 38.1. Proposer shall keep the Premises free of waste material and rubbish caused by the work and shall remove all waste material and rubbish on completion or termination of its work hereunder, together with all tools, *Equipment*, machinery, and surplus materials, and shall conduct a general clean up of these areas of the Premises affected by proposer's work.

39. DISCREPANCIES, ERRORS AND OMISSIONS

- 39.1. Any discrepancies, errors, omissions or ambiguities in the specifications or addenda (if any) should be reported to the **CITY**. Should it be found necessary, a written addendum will be issued to proposers on record for the part of the contract documents in question.
- 39.2. The **CITY** will NOT be responsible for any oral instructions, clarifications or other verbal communications during the bid process.

40. CONTRACT DURATION

- 40.1. The winning proposer shall guarantee that they shall fulfill the RFP and terms of the RFP for the duration of the Contract.
- 40.2. Contract period is from the effective date of award through June 30, 2014.

41. PROPOSAL FORMAT

- 41.1. In addition to the RFP Forms provided, proposer shall follow RFP format in response to RFP, and shall respond to each section of the RFP. Any affirmative response, such as "Agreed", "Acknowledged", "noted", "understood", or the like shall be construed as full compliance. Any exceptions shall be noted as a "Variance" or "Exception" and explained in full. If proposer states no exception or a section is not responded to, then section shall be deemed to be acceptable to proposer.
- 41.2. The **CITY** shall not accept proposals not following the proscribed format.

42. INSTRUCTIONS FOR PRICING INFORMATION

- 42.1. Proposer shall state all prices in the format dictated on the Pricing Page of the RFP Forms. All blanks in the RFP Forms where pricing is to be indicated shall be filled in. Incomplete RFP's may be rejected. In case of conflict, unit prices shall prevail. Erasures or other changes in the bid shall bear the signature or initials of the proposer.
- 42.2. The RFP response shall include all labor, travel, and materials required to service the items in accordance with the specifications as approved by the **City of Warwick**.

42.3. All *Equipment*, accessories, database information, training, software, device drivers, firmware, hardware, labor, required materials, and shipping shall be furnished for the services specified. Any additional material or *Equipment* necessary for operations and working with the system not specified or described herein shall be deemed to be part of these specifications.

43. NO ADDITIONAL COSTS

43.1. Any charges not specified in the RFP response will not be paid by the **CITY** unless there has been a change of service that the **CITY** has agreed to.

44. SPECIFICATIONS FOR BILLING THE CITY OF WARWICK

44.1. No one shall be allowed to add, change, or remove services, or thereby obligate the **CITY** to charges unless their name with appropriate action authority has been provided to the proposer by the MIS Director.

45. SPECIFICATIONS FOR AVAYA PBX MAINTENANCE

45.1. Avaya PBX Maintenance is defined as troubleshooting the Avaya PBX and telephone set hardware issues that may include replacing of hardware with equal to or greater hardware including air filter replacement.

45.2. Normal Hours of City Operations:

45.2.1. Monday through Friday 8:30 a.m. through 4:30 p.m. (excluding National Holidays)

45.3. Call Window

45.3.1. Eight (8) hours

45.3.2. Five (5) Days a week

45.3.3. Should the response time be outside of normal business hours, parts and a technician are required on-site the next City recognized business day

45.4. The two (2) Sold to numbers to be provided upon formal request to the Purchasing Division.

These are account numbers that were used when the systems were sold to the City in 1993.

They are:

Definity Generic G3i - 3275 Post Road (Node 1) City Hall Basement

IL # 0114080310

Sold to # 0002955369

Billing Number - 0100409894

Definity Generic G3vs - 925 Sandy Lane (Node 2) Engineer Department
IL # 0198638512
Sold to # 0002955437

46. PROPOSER QUALIFICATION QUESTIONNAIRE

46.1. Proposer shall respond to all of the qualifying criteria listed below. If additional space is required, attach separate sheets.

46.2. Is proposer and its technicians trained and licensed to replace parts, provide appropriate service, remove and install all products proposed herein?

Yes _____ No _____

46.3. Are any products / services proposed herein to be supplied by sub-contractors?

Yes _____ No _____

46.4. If yes, are sub-contractors and their technicians trained and licensed to replace parts, provide appropriate service, remove and install all products proposed herein?

Yes _____ No _____

46.5. Does proposer agree to provide "Class A" (new) manufactured parts, and materials for the proposed service of *Equipment*?

Yes _____ No _____

46.6. Proposer has been continuously active in providing Avaya PBX Maintenance service and support for years.

46.7. Does proposer have the ability to install and maintain, for the service period Equipment and/or software required to maintain the Avaya PBX systems?

Yes _____ No _____

46.8. Will proposer provide only authorized and fully tested, non-beta software / firmware, fully and legally licensed by the replacement hardware manufacturer?

Yes _____ No _____

46.9. Proposer has available in the local area full time technicians who are trained and certified in installing of hardware, software, and / or firmware.

Yes No _____

47. REFERENCES

47.1. Proposer shall provide the following information for at least five (5) clients to whom the proposer has supplied similar services to in the Rhode Island, Massachusetts, and Connecticut areas. At least two (2) of the following shall be governmental agencies:

Client Name	
Location	
Contact Person	
Telephone Number	
<i>Equipment Supplied</i>	

Client Name	
Location	
Contact Person	
Telephone Number	
<i>Equipment Supplied</i>	

Client Name	
Location	
Contact Person	
Telephone Number	
<i>Equipment Supplied</i>	

Client Name	
Location	
Contact Person	
Telephone Number	
<i>Equipment Supplied</i>	

Client Name	
Location	
Contact Person	
Telephone Number	
<i>Equipment Supplied</i>	

48. SUPPLIER INFORMATION

The undersigned certifies that all information provided in the Proposer Qualification Questionnaire and in References and/or by separate attachment hereto is complete, true and accurate.

Signature _____

Company _____

Printed Name _____

Title _____

Date _____

48.1. The proposer shall provide the following information with the RFP:

- 48.1.1. Company history and status (corporation, partnership, etc.)
- 48.1.2. Identity of owners
- 48.1.3. Financial Data, including current financial statement
- 48.1.4. Copies of standard sales and lease agreements
- 48.1.5. Make up of training staff
- 48.1.6. Make up of technical staff available to assist in design and installation, including implementation and follow-up servicing

49. RFP RESPONSE CHECK-OFF LIST AND PRICING SHEET

- 49.1. The Proposer Qualifications & References is provided as Table 1-1.
- 49.2. The Response Sheet is provided as Table 1-2.
- 49.3. The Pricing Sheet is provided as Table 1-3.

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COVER SHEET/SIGNATURE PAGE

To the **City of Warwick:**

The undersigned offers and agrees if this RFP is accepted within the time specified for acceptance, to provide all of the materials and services upon which prices are herein quoted in accordance with the terms and conditions set forth in this RFP Document. The undersigned further certifies:

He/she has fully familiarized him/herself with all specifications, requirements, terms and conditions of this RFP, and agrees to meet all requirements as stated. Any inability to meet any item will be completely documented on company letterhead stating the item number and how the company does not comply.

He/she has fully familiarized him/herself with all local conditions affecting the cost of the materials and services quoted herein.

He/she is dully authorized to bind the proposer to this RFP and ensuing contract.

This RFP includes all forms, attachments, and submittal required by the specifications.

Respectfully submitted:

Proposer _____ Authorized Signature _____

Address _____ Printed Name/Title _____

City, State, Zip _____ Date _____

Phone Number _____

**LETTER OF TRANSMITTAL
SUPPLEMENTAL PROPOSER SUBMITTALS**

City of Warwick
Purchasing Agent
3275 Post Road
Warwick, Rhode Island 02886

RE: RFP for Avaya PBX Maintenance Services & Equipment

Dear Sir/Madam,

Transmitted herewith are the [Supplemental Proposer Materials](#) as required in Section 10.4 of the above reference RFP. Included are all brochures, literature, specifications, statements, schedules, information and clarifications required by the RFP Specifications.

Submitted By:

Company _____

Signature _____

Date _____

Printed Signature _____

Title _____

CERTIFICATION OF CORPORATE AUTHORITY

I, _____ Certify that I am secretary of the corporation named in the attached proposal: that who signed said proposal on behalf of the Contractor/Proposer was then Of said corporation; that I know his/her signature; that his/her signature thereto is genuine and that said proposal was duly signed, sealed and executed for and on behalf of said corporation by authority of its governing body.

Signed under the pains and penalties of perjury:

(CORPORATE SEAL)

(Secretary)

(Date)

NON-COLLUSIVE AFFIDAVIT

State of)
ss.
County of)

being first sworn, deposes and says:

That she/he is _____
(an employee, partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer or bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or proposal or to refrain from bidding or proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid / proposed price or affiant or of any bidder or proposer, to or fix any overhead, profit or cost element of said bid price, or of that of any other bidder or proposer, or to secure any advantage against the City of Warwick, Rhode Island, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signed under the pains and penalties of perjury:

Signature of:

Bidder / Proposer _____

Title _____

Subscribed and sworn to before

me on this _____ day of _____, 201__.

Notary Public _____

My commission expires _____

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid #2016-164 Avaya PBX Maintenance Services & Equipment

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by bonds, if required by the specifications.

Pricing As Submitted