Francis M. Gomez

Purchasing Agent



Frank J. Picozzi

Mayor

#### City of Warwick

Purchasing Division (Mailing Address) 3275 Post Road Warwick, Rhode Island 02886 Tel (401) 738-2013 Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website <u>Thursday</u>, <u>April 27, 2023</u>. The website address is http://www.warwickri.gov/bids.

## CITY OF WARWICK BIDS REQUESTED FOR

### RFP2023-452 City of Warwick Network Transport Upgrade

## **Specifications**

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, April 27, 2023.

#### **Submissions**

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, May 23, 2023. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

#### **Pre-bid meeting**

A *mandatory* pre-bid conference will be held on **Monday**, **May 8**, **2023** at 11:00am at 65 Centerville Road, Warwick RI 02886 in Meeting Room 2.

#### Delivery

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

#### <u>Awards</u>

Awards will 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 401-738-2013 at least 48 hours in advance of the bid opening date.

## Francis M. Gomez

Francis M. Gomez Purchasing Agent

# Acknowledgement of Addendum (if applicable)

	Addendum Number	Signature of Bidd	ler
COMPANY NAM	ME:		_
COMPANY ADI	DRESS:		<u> </u>
COMPANY ADI	DRESS:		_
BIDDER'S SIGN	ATURE:		
BIDDER'S NAM	E (PRINT):		-
TITLE:	TEL. NO.:_		_
EMAIL ADDRES	SS:		*
*Please include your	email address. Future bids v	vill be emailed, unless	otherwise noted.
II. AWARD AND O	CONTRACT:		
Agent/Finance Direct the above party to paunless another payment.	CITY OF WARWICK, acting tor/Mayor, accepts the above by the bid price upon complete ent schedule is contained in the substantive and procedural, and	bid and hereby enters a ion of the project or rec ne specifications. All to	into a contract with ceipt of the goods erms of the
DATE			
	2023-452	Purchasing Age	ent

## **CERTIFICATION & WARRANT FORM\***

This form <u>must</u> 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 statues, 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

### RFP2023-452 City of Warwick Network Transport Upgrade

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 will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will 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 will be deemed late.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: https://www.ridop.ri.gov/contract-portal/

NASPO: https://www.naspo.org/

NJPA (National Joint Powers Alliance): https://www.njpacoop.org/cooperative purchasing

MHEC (Massachusetts Higher Education Consortium): https://www.mhec.net 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 will 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 two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2023-452 City of Warwick Network Transport Upgrade"

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Sean Donahue, Network Manager, 65 Centerville Rd. Warwick, RI 02886, at 401-921-9664 or <a href="mailto:sean.p.donahue@warwickri.gov">sean.p.donahue@warwickri.gov</a>.

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

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

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

The IRS Form W-9 available on www.warwickri.gov 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 Automobile Liability in a minimum amount of \$1 million, naming the <u>City of Warwick as the additional insured</u> 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.

For a bid to be 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 may be required to 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 approval was made.

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

Prices to be held firm June 30, 2023 through June 29, 2028. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 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 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 successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the

Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

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 will 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 will 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 will 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 will be the sole responsibility of and will 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 will 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 will 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.

#### **Warwick Network Transport Upgrade**

#### **Purpose**

The purpose of this Request for Proposal is to obtain from qualified and interested vendors, proposals with competitive pricing to provide high speed, highly reliable network transport between key City locations. This is part of a larger effort that will include connection of other City buildings in the future.

#### **Description**

The solution will provide IP network transport between key City locations, in order to provide increased capacity and reliability to support current and future needs. It will also provide the City with 24x7 monitoring and support for these services to supplement the internal staff.

#### **Evaluation Criteria**

- a. Experience, Ability, Service reputation and SLA (25%)
- b. Functionality Fit to Requirements (25%)
- c. Client portal with enhanced monitoring and reporting (20%)
- d. Lowest Bid will not be used as the only single bid award criteria (30%)

#### **Point of Contact**

Warwick MIS Department Sean Donahue, Network Manager 65 Centerville Rd, Warwick RI 02886 (401) 921-9664 sean.p.donahue@warwickri.gov

#### **Project Description:**

The City of Warwick is seeking secure, reliable IP transport between the following City buildings:

Warwick City Hall - 3275 Post Rd, Warwick, RI 02886 City of Warwick Municipal Annex (Sawtooth) - 65 Centerville Rd, Warwick, RI 02886 City of Warwick Police Department - 99 Veterans Memorial Dr, Warwick, RI 02886 City of Warwick Fire Department - 111 Veterans Memorial Dr, Warwick, RI 02886

City of Warwick Sewer Authority - 125 Arthur W Devine Blvd, Warwick, RI 02886

### **Background and Context:**

As the City's need for network reliability and high-speed access grows, we require improvements to the network connectivity at the above locations to support the current and future requirements of the City's network operations. The solution needs to be flexible as new locations are upgraded or added to the network based on future needs.

## **Specifications and Design Considerations:**

Each of the above specified locations must be connected securely back to the Data Center location at City Hall, 3275 Post Rd, where the City's firewalls are located. Separate Internet access is not required at each location, and is not included as part of the scope of this RFP.

All of the locations should have a minimum transport speed of 1Gbps. If for design or cost considerations, the minimum requirements cannot be met, service provider must state an exception and explain why a deviation is warranted at any given location.

## **Acceptable Solutions:**

The City will entertain different solutions that meet the core bandwidth and support requirements of this RFP (e.g., lit carrier circuits, leased fiber, build/IRU fiber, etc.) AND that satisfy the following:

- Solution must be a fully functional service, including full maintenance/monitoring and ongoing support. The City wishes to minimize the workload on internal staff for managing the intra-building network connections.
- Pricing response must fully specify the one-time installation and recurring costs for the complete project implementation. Higher consideration given to solutions that minimize the ongoing recurring costs.
- Pricing response must be itemized in detail as specified on the Pricing Sheet so that accurate comparisons may be made between different types of solutions over time.
- Respondents may provide a joint solution that covers all aspects of the solutions requirements (e.g., a fiber vendor partnering with a network vendor who can light and manage the network).

#### **Design Overview:**

Provide an overview of your solution, including network design, transport and equipment technologies being used, and how this will meet the current and future needs of the City.

## **Reliability and Redundancy Considerations:**

The City seeks a highly available and resilient solution. Please describe in some detail the network architecture utilized, and what features or considerations enhance the reliability of your solutions. For any optional reliability enhancements you offer at additional charge (e.g., redundant equipment and/or ports, diverse building entrances, etc.), provide detail and include the incremental costs as part of the optional services on the designated area of the pricing sheet.

## **Network Monitoring and Support:**

The solution must provide:

- 24x7x365 support via a Network Operations Center, monitoring our network infrastructure.
- Notifications of system outages or disruptions.
- Customer Portal for City staff to monitor network utilization and traffic patterns, as well as identifying potential problems, and providing the ability to generate reports.

Provide details as to your support and monitoring capabilities and procedures, including a copy or link to your current Service Level Agreement.

Describe any additional services you provide to reduce the workload on City network staff and improve the operations of the network. For any optional services at additional costs, these costs must be specified on designated area of the Pricing Sheet.

The City requires the vendor to have an existing NOC that will provide these services:

- 24x7 monitoring and escalating alerts
- Up/Down polling of monitored equipment
- Device upgrades and patch management
- Interface metrics
- Monitoring uplink interfaces
- Fault detection and resolution
- Incident management

• Customer portal

### **Multiple Responses:**

Respondents may provide alternate solutions; however only one option may be submitted for each Bid entry. If you are proposing multiple solutions, please complete multiple Bid entry forms and submit them all in your mailing.

#### **Term of Services:**

The Initial Term for the annual recurring service charges will be for 5 years. Include the pricing for the Initial Term as specified on the Pricing Sheet. The duration and annual costs of the Optional Extension Term will be agreed upon before the end of the Initial Term. If using the 'asset' model, the parties agree that the City will have a 20-year indefeasible right to use (IRU) identified circuits. After 20 years, the City will have the right to negotiate 5-year contract extensions into perpetuity. If proposing a 'managed service' model, parties agree to a 5-year price guarantee with locked costs. Under this method, the City will negotiate every 5 years to the retain service to all specified locations.

#### **Key Personnel:**

Respondents must identify the primary point of contact for the project, management staff, and any key personnel who will be assigned to the project.

#### **Project Plan and Timeline:**

Respondents must provide an initial project plan and proposed timeline for the implementation of services, including project kickoff, installation of any necessary cabling, equipment installation and configuration, testing, and cutover. Project plan must clearly specify tasks to be performed by the Vendor and those which require City staff resources.

## **Mandatory Pre-Bid Meeting:**

It is required that all potential bidders attend the pre-bid meeting so that we can answer any questions, resolve any problems, and clarify any ambiguity found in this RFP.

#### **Subcontractors:**

Respondents who use any subcontractors must provide the same vendor description, experience/capabilities, and key personnel for each subcontractor used on the project.

#### **Assumptions:**

Please specify in proposal any part of the project that the City is responsible for. Also identify items that the City will have or will provide during implementation.

#### **Exceptions:**

If you deviated from the specification in any way, you must provide a list of exceptions with a detailed description of each deviation. Otherwise, state "No exceptions".

#### **CITY OF WARWICK**

## **BID AND CONTRACT FORM**

TITLE OF SPECIFICATION: RFP2023-452 City of Warwick Network Transport

Upgrade

#### 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 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 will 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 by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

#### **Pricing as Follows**

## (PRICING SHEET MAY <u>NOT</u> BE CONFIDENTIAL)

## Bid2023-452 City of Warwick Network Transport Upgrade

NOTE: VENDOR MAY PROVIDE ADDITIONAL BREAKDOWN OF COSTS ON A SEPARATE PAGE

ITEM DESCRIPTION	RESPONSE
One Time Charges	
Installation of cabling / fiber or circuits to all specified locations: *	
City Hall - 3275 Post Rd	\$
Municipal Annex (Sawtooth) - 65 Centerville Rd	\$
Police Department - 99 Veterans Memorial Dr.	\$
Fire Department - 111 Veterans Memorial Dr.	\$
Sewer Authority - 125 Arthur W Devine Blvd.	\$
Total cabling / fiber or circuit installation charges:	\$
Network devices / installation for all specified locations: **	
City Hall - 3275 Post Rd	\$
Municipal Annex (Sawtooth) - 65 Centerville Rd	\$
Police Department - 99 Veterans Memorial Dr.	\$
Fire Department - 111 Veterans Memorial Dr.	\$
Sewer Authority - 125 Arthur W Devine Blvd.	\$
Total network device / installation charges:	\$
Project management or other engineering fees	\$
Other network turn-up fees	\$
Other one-time charges (specify):	\$
Total of All One Time Charges:	\$

<sup>\*</sup> IF PRICING IS NOT ON A 'PER LOCATION' BASIS, ONLY INCLUDE THE TOTALS

<sup>\*\*</sup> IDENTIFY SPECIFIC HARDWARE TO BE INSTALLED AT EACH LOCATION

# (PRICING SHEET MAY $\underline{NOT}$ BE CONFIDENTIAL)

# Bid2023-452 City of Warwick Network Transport Upgrade

<b>Annual Recurring Charges for Initial Term (Years 1 – 5)</b>	
Transport bandwidth (circuits or managed optical network) to:	1Gbps
City Hall - 3275 Post Rd	\$
Municipal Annex (Sawtooth) - 65 Centerville Rd	\$
Police Department - 99 Veterans Memorial Dr.	\$
Fire Department - 111 Veterans Memorial Dr.	\$
Sewer Authority - 125 Arthur W Devine Blvd.	\$
Total annual transport bandwidth charges:	\$
24x7x365 maintenance for physical cable / circuits	\$
Management of network devices	\$
24x7x365 NOC services	\$
Network monitoring services	\$
Other recurring charges (specify):	\$
Total Annual Recurring Charges for Initial Term:	\$
Optional Services: Specify additional services you wish to include	\$
that would enhance the operations and/or reliability of services	
specified in this RFP. Include one-time plus recurring annual	
charges for the initial and any extension terms.	
<b>Network Devices:</b> Specify hardware to be installed at each location.	
Annual Atlanta Control of Control	
<b>Assumptions:</b> Specify parts of this project that are assumed to be	
handled by the City of Warwick. Include any hardware, software or	
services that the City must provide.	