

# **REQUEST FOR PROPOSAL**

DARK FIBER TELECOMMUNICATION SERVICES

For

TOWN OF GOFFSTOWN

## NOTICE TO PROPOSERS

### Submission Due Date: Thursday August 4th, 2016

Proposals must be delivered to Goffstown Town Hall, Rm 208, 16 Main Street, Goffstown, NH 03045. All proposals must be received by **2:00PM** EST to be considered. The Town reserves the right to extend this deadline by providing a written addendum to the Request for Proposal. Proposals submitted by facsimile or email will not be considered. The proposals shall be labeled "Dark Fiber Telecommunication Services," delivered and addressed to:

#### CONTACT INFO:

ATTN: Neil Funcke  
Town of Goffstown  
Admin Office - Rm 208  
16 Main St.  
Goffstown, NH 03045  
Email: [nfuncke@goffstownnh.gov](mailto:nfuncke@goffstownnh.gov)

Three (3) hard copies of the proposal response must be submitted to the address above. Prospective respondents may request clarification to this request for proposal (RFP) only by submitting a written request via email to the above mentioned contact. The Town will only provide answers in the form of a written addendum to this RFP. All questions must be received in writing no later than **2:00 PM EST on July 18, 2016**. Any Vendor (Vendor or Contractor) who wishes their proposal to be considered is responsible for making certain that their response is received by the deadline.

Vendors may view and download this RFP document and any amendments on the Goffstown website at: <http://www.goffstown.com/rfp/>

# 1. INTRODUCTION

## 1.1 PURPOSE OF THE RFP

The Town is seeking services from qualified Vendors experienced in providing dark fiber telecommunication services. The objective is to meet the Town's telecommunication data service needs in the most cost effective manner.

This RFP provides the requirements and evaluation criteria. The Town requests detailed responses from all prospective Vendors, including pricing and service descriptions, in the specified format. The Town will conduct a review of the responses received from this RFP.

# 2. SCOPE OF WORK

## 2.1 OVERVIEW

The Town is seeking proposals for dark fiber telecommunication services. Our objective is to meet the Town's telecommunications data service needs in the most cost effective manner. The Town may choose to migrate one or multiple sites during the term beginning in 2016. With that in mind, we request that respondents provide a per site migration strategy which can be implemented immediately or incrementally over time.

## 2.2 DATA COMMUNICATION SERVICES REQUESTED

Seeking Vendor proposals for cost effective solutions to provide dark fiber telecommunications services for the Town. A hub and spoke architecture is preferred utilizing the Town Hall and Police stations as HUB locations. We would also consider any creative approaches to improving reliability, such as, ring or hybrid architectures.

We would prefer fiber routes that do not exceed 10 kilometers. This will enable us to use our existing switching/routing environment to "light" the fiber circuits at 10 gigabits. If any routes exceed 10 kilometers the Vendor must propose and provide equipment that will interface with our internal hardware at 10 gigabits.

Two strands of single mode fiber per segment are required. Each segment must be terminated at the network MDF preferably using SC connections to match current internal interfaces. In some cases, this may be considered an extended demarcation point (building walk-throughs may be scheduled upon request). Use of a fiber splice case or other device to transition from OSP cable to indoor rated armored cable or appropriately rated cable (plenum or riser) when installed in cable tray, conduit or other protected pathway, is acceptable.

Vendor proposals must include:

1. fiber path route maps
2. length for each fiber segment.
  - a. Route length
  - b. Transmission path length (route length + slack loops)
3. hand-off type
4. Service Level Agreement terms
5. description of circuit reports provided (OTDR or other)
6. a list of any hardware, services, or systems required to enable connectivity between locations, other than SFP+ optics.

### **2.3 CURRENT NETWORK ARCHITECTURE**

The existing WAN environment utilizes VPN over the Internet. Each location has their own Internet connection.

### **2.4 BILLING**

Billing shall be provided on a Summary Bill with detailed line, segment, or circuit information available. All billing/invoicing shall be in accordance with rates quoted herein. The Town shall not be subject to charges not detailed or quoted herein. Billing documents should be available in paper or electronic format. Please identify any extra charges for billing media options.

## **3. GENERAL TERMS AND CONDITIONS**

This RFP is not a contract offer. Receipt of a proposal neither commits the Town to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The Town reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The Town reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to bid specifications. Products and services that are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

### **3.1 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

### **3.2 RIGHT OF REJECTION**

The Town reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The Town may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the Town reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the Town.

### **3.3 INSURANCE REQUIREMENTS**

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix F which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

### **3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, Vendor certifies that their company and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a department or agency of either the federal or state government. Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to their offer.

### **3.5 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the New Hampshire Right to Know Law (RSA 91-A): <http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-VI-91-A.htm>. In accordance with the Law, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Law, you are hereby notified that every portion may still be subject to disclosure under the Law.

### **3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)**

The successful Vendor(s) will be advised of selection by the Town through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

### **3.8 PROPOSED TERMS AND CONDITIONS**

The Vendor must have a FCC registration number. The Vendor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. Vendor's red light status constitutes a material breach of contract and the Town reserves the right to cancel the Agreement of the parties immediately and without incurring any termination charges.

### **3.9 SECURITY AND CLEARANCES**

All personnel (Vendors and subcontractors) that will be working on this project at the Town sites must observe the security and safety procedures of each Town facility. Non-cleared Personnel, those who have not undergone a criminal records check, who will be working onsite, inside or outside of our buildings, must be accompanied by a Town employee. All vendor personnel who will be working independently either inside or outside of our buildings must submit to a complete criminal history records check prior to the start of their project work assignment.

### **3.10 ADDITIONAL INFORMATION FOR THE PROVIDERS**

The Town reserves the right to:

1. Amend, modify, cancel this RFP or not award any contract;
2. Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers (amendments and modifications will be posted on the Town website at: <http://www.goffstown.com/rfp/>;
3. Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
4. Utilize any and all ideas submitted in the RFP proposals received;
5. Request providers to clarify their RFP proposals;
6. Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s).

### **3.11 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Any additional information will be posted as an addendum on the Town website at:

<http://www.goffstown.com/rfp/>. Known proposers will be notified by email when any amendments are posted.

To be included on this email list, please send an email with the subject "Dark Fiber" to

[nfuncke@goffstownnh.gov](mailto:nfuncke@goffstownnh.gov) stating your intent to bid, company name, and your desire to receive updates (if any).

### **3.12 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract.

### **3.13 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

The Town reserves the right to reduce or withhold contract payment in the event the Vendor does not provide the Town with all required deliverables within the timeframe specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract. Town will not pay for services that are not installed or fully functional.

### **3.14 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on the Town website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **3.15 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at the Town no later than **Thursday August 4th, 2016**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. All late bids shall remain unopened and shall be rejected unless it is determined by the Board of Selectmen or designee that a late bid submission was due to extenuating circumstances at which time the Board or designee may choose to accept the late bid submission. A bidder may correct, modify or withdraw a bid by written notice received in the office designated in the Invitation to Bid before the time and date set for the bid opening.

### **3.16 DURATION OF OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable. Proposal responses will become contract documents.

### **3.17 TERMS AND CONDITIONS**

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Town shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the Town may find said Vendor in default.

## 4. CALENDAR OF EVENTS

The following table summarizes calendar of events for this RFP.

June 28 <sup>th</sup> , 2016	Distribute RFP
Monday July 18 <sup>th</sup> , 2016 2:00PM EST	Deadline for submitting questions
Friday July 22 <sup>nd</sup> , 2016	Deadline for responding to questions
Thursday August 4 <sup>th</sup> , 2016 2:00PM EST	Deadline for receipt of proposals

## 5. PROPOSAL FORMAT

### 5.1 GENERAL

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the Town. The Town reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The Town reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the Town. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

### 5.2 PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

#### 5.2.1 COVER LETTER

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

#### 5.2.2 EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor ability to provide the products and services required in this RFP.

#### 5.2.3 COMPANY BACKGROUND AND HISTORY

- Describe experience of firm in general providing telecommunications services.
- Describe relevant services carried out in the last five (5) years that illustrate firm's experience as it relates to this RFP.

#### 5.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their Bids, all necessary evidence showing their financial resources; experience in the type of work being required by the Town; organization available for the performance of the work, and any

other required evidence of qualifications to perform. The Town shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Bid.

## **5.2.5 PROJECT APPROACH / MANAGEMENT**

Please include the following information in the section:

- Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. Since the Town's current contract expires on June 29, 2016, the Town would need to receive its new contracted services on or before June 29, 2016. Describe your implementation plan and schedule, including a detailed timeline and milestones.
- Include a description of how the project team will be structured, its roles and responsibilities, location within the company's organizational framework.
- Proposals submitted must also address how the Vendor will ensure that the Town will receive accurate invoicing within 60 days of the term commencement date.
- Vendors shall describe their responsibilities, as well as the Town's, in regard to the implementation and testing of the services.

## **5.2.6 SERVICES AND COST PROPOSAL**

### **5.2.6.1 SERVICES PROPOSAL**

Define scope of work and specific services being offered in the proposal. Please also include the space, electrical, and HVAC requirements for the proposed solutions.

#### **1) SERVICE LEVELS PROVIDED**

Provide standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

#### **2) SERVICES**

Provide responses to the following questions and requests for information:

1. Is a designated Vendor representative assigned for implementation coordination, account maintenance, and review of problems? If so specify such in detail.
2. Is 24-hour customer service included? If so, please provide methods of access.
3. Do you have a local office for service? Will the Town's account team be located within the region for the duration of the contract?
4. Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
5. What type of managerial reports are offered (i.e., by number, location, service, etc.)? Can these managerial reports be customized?
6. All new service installations made during the term of the agreement shall terminate, at no additional cost to the Town, upon expiration or termination of this agreement.
7. As part of the Proposal response, the Town is requiring that the awarded Vendor provide a circuit inventory for all sites, validating all services and lines, so that the Town can accurately determine the final installed number of services. The Town will not be charged separately for this inventory.

### **3) NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to reliability, redundancy and fault tolerance.

#### **5.2.6.2 COST PROPOSAL**

Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services.

The Vendor must acknowledge that all costs to meet and develop the RFP are born by the Vendor. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor proposed solution.

Include an estimated cost for all applicable fees, taxes, and surcharges. The Town is exempt from federal excise taxes. All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set up charges.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the Town, Vendor will provide adjustment of charges within two bill cycles of notification.

Contractor must provide policy regarding the issuing of credits.

#### **5.2.7 REFERENCES**

Include five references for customers of similar scope and size. References in the New Hampshire are preferred. This reference list shall include the following information:

- Organization Name
- Customer Contact – name, title and contact information
- Address
- Date of work performed
- Brief description of work performed

#### **5.2.8 EXCEPTIONS TO THE RFP**

Vendor will make reasonable efforts to explain any conditions, exceptions, or limitations, if any, in their RFP responses. If Vendor does not explain significant conditions, exceptions, or limitations, the RFP response may be considered invalid and may be eliminated from consideration. The Town may, at their sole discretion, allow any conditions, exceptions, or limitations to the terms of this RFP.

#### **5.2.9 REQUIRED ATTACHMENTS**

1. Appendix C. Non-collusion affidavit
2. Appendix D. Statement of Vendor's qualification
3. Appendix E. References
4. Appendix F. Certificate of insurance coverage

5. Appendix G. Cost proposal form

## **EVALUATION AND SELECTION PROCEDURE**

### **6.1 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the Town, considering price and technical factors set forth herein. The evaluation committee will make the final determination about acceptability of proposals.

### **6.2 EVALUATION PROCESS**

As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of the Town. During the evaluation process, the committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the Town.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the Town, the Town may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the Town considering both price and technical factors set forth in this RFP.

## **APPENDIX A. SPECIAL TERMS AND CONDITIONS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Town shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the Town may find said Vendor in default.

### **1. REQUEST FOR PROPOSALS (RFP)**

- a. **DIRECTIONS:** The Town invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The Town" will mean Town of Goffstown, New Hampshire. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, Vendor, Contractor and/or manufacturer that want to respond to this RFP.

## 2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of the Town, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** The Town reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by the Town. All expenses of the inspectors shall be borne by the Town. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for the Town, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various locations, or to any designated warehouse or warehouses in the Town, whichever is specified, in quantities to be determined subsequent to the award.
- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Town. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Town.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the Town a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true

intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the Town, which would provide sufficient data to enable the Town to judge the Vendor's compliance with the specifications. The artifacts submitted will become the property of the Town.

- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the Town to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Town. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the Town, assign any portion of the monies payable under the contract.

### 3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). Unit prices will be extended to total prices including discounts where applicable. A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever the Town indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the Town to determine whether the Vendor's price will be recalculated. The Town will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include all delivery charges.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The Town reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES.** Taxes shall be included in the bid, including taxes enacted before the bid date but taking affect after bidding. Taxes enacted after the bid date shall be paid by the Vendor and reimbursed by the Town without any markup. Federal excise taxes are generally not applicable to the Town.

### 4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the Town shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between 8:00 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at the Town worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to Town/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Town Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, and Name of the Article, Item Number, Quantity, and Delivery Location (Example: Goffstown Public Works). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to the Town complying with the Safety regulations as required by OSHA. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Vendor must submit any applicable MSDS sheets to the Town.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Vendor fails to deliver the goods or services of the contract in accordance with the specifications, the Town reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of the Town. All additional expenses incurred by the Town as a result of such purchases will be deducted from the money owed or money that may become due the Vendor.

## 5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the Town. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services.
- b. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- c. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of

deterioration are noted, which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the Town. These repairs and/or replacements shall be made at such times as will be designated by the Town to avoid any interruption to the instructional programs.

- d. OFFICE EQUIPMENT: Vendor agrees to provide on-site service of equipment within four (4) hours of notification by the Town personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

## 6. BONDING

- a. PERFORMANCE BONDS: Successful Bidder will be required to submit a performance bond, the cost of which will be itemized in the bid proposal.

## 7. PROPOSAL SUBMISSION

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. SUBMISSION: Proposals must be delivered to the Town: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. FORMAT: Signed proposals must be delivered in sealed envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The Town shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. VENDOR ADDRESS: Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- f. CERTIFICATES AND AFFIDAVITS: All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such

documents are required by local, state, or federal funding agencies of the Town as part of the bidding process.

- g. SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- h. PROPOSAL PREPARATION FEES: The Town will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- i. PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. L. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made to the Town in accordance with the General Terms and Conditions.
- j. CONTRACT TERM: The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.
- k. COMMENCEMENT OF SERVICES: The Town shall have no obligation to pay for services performed before the contract gets or after it ends. The Town shall have no obligation to pay for services in excess of the monetary amount of the award. The Town shall have no obligation to pay for services before a purchase order is issued.

#### 8. ADDENDA

- a. INQUIRIES: No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to the Town Administrative Offices. "INQUIRY" and the RFP name must be noted on the envelope. Alternatively, inquiries may be e-mailed to Neil Funcke <[nfuncke@goffstownnh.gov](mailto:nfuncke@goffstownnh.gov)>. The subject field of the e-mail must include "INQUIRY" and the RFP name.
- b. ISSUANCE: Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

#### 9. ANNULMENTS AND RESERVATIONS

- a. A RIGHT TO REJECT: The Town reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Town reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Town also reserves the right not to order any items(s) within the specification.
- b. WAIVER OF TECHNICAL DEFECTS: The Town reserves the right to waive technical defects, if in its judgment the interest of the Town shall so require.
- c. CONTRACT RESERVATIONS: The Town reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the Town materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Town to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the

contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, the Town reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, the Town reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

#### 10. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Town may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Town shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Town. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

#### 11. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to the Town Accounts Payable, 16 Main Street, Goffstown, NH 03045 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Town Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **FREIGHT:** When transportation charges are billed to the Town, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by the Town. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Town, then Town shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Town. Vendor and its employees, agents, volunteers and

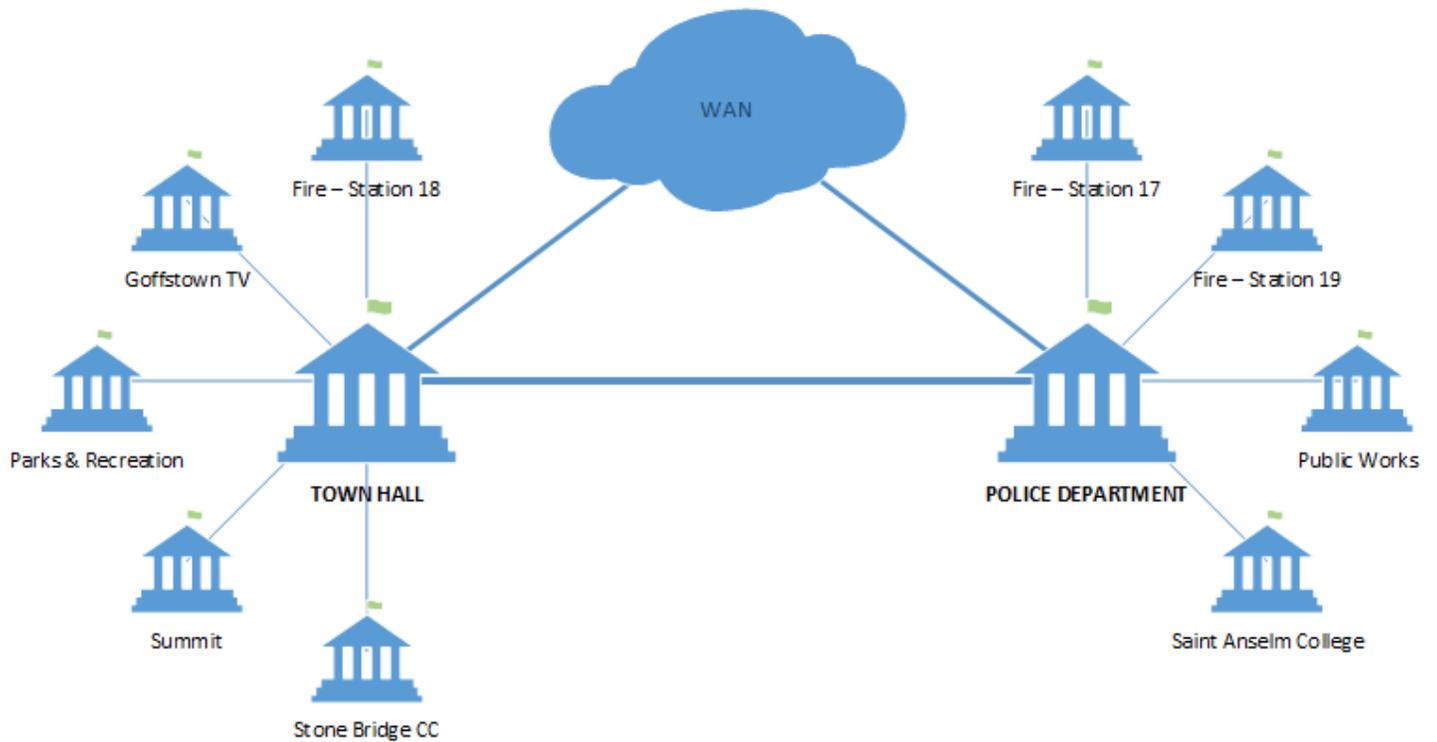
Vendors shall maintain the confidentiality of all medical, psychological, and records in compliance with federal and state laws.

- g. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the Town and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Town and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as result of any direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- h. INSURANCE: Unless otherwise specified in the General Terms and Conditions, Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Vendors shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Vendor. The Town shall be named as additional insured on all insurance policies related to this proposal.
- i. NON-ASSIGNABILITY: This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Town. Any attempt to do so without such consent shall be null and void of no effect.
- j. INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- k. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Town and made available by the Vendor to Town and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- l. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at the Town sites and all material furnished by the Town ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Town as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of the Town in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with

any applicable stock exchange) without the prior written consent of the Town, which consent will not be unreasonably withheld. Purchase by Town of any articles, material, merchandise, or service does not imply that the Town has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Town in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Town is prohibited by the United States Criminal Code - Section 706.

## APPENDIX B. The Town WIDE AREA NETWORK DIAGRAM



Location	Address	Notes
Town Hall	16 Main Street, Goffstown, NH 03045	Hub
Goffstown Police	326 Mast Road, Goffstown, NH 03045	Hub
Fire Station 18	18 Church Street, Goffstown, NH 03045	Main office
Fire Station 19	656 Mast Road, Goffstown, NH 03102	2 <sup>nd</sup> Office
Fire Station 17	289 Tirrell Hill Road, Goffstown, NH 03045	Remote (unmanned) office
Public Works	404 Elm Street, Goffstown, NH 03045	Main office
Parks & Recreation	155 Mast Road, Goffstown, NH 03045	3 users
Goffstown TV	27 Wallace Road, Goffstown, NH 03045	In Goffstown High School
Stonebridge CC Clubhouse	161 Gorham Pond Rd, Goffstown, NH 03045	Radio repeater site
Saint Anselm College	Alumni Hall - 100 St Anselm Drive, Manchester, NH 03102	Radio repeater site
Goffstown Communication Tower	222 Perimeter Road, Goffstown	Radio repeater and video

## APPENDIX C. NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the \_\_\_\_\_ of

\_\_\_\_\_, the party making the foregoing proposal.

**The undersigned certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

## APPENDIX D. STATEMENT OF VENDOR'S QUALIFICATION

LEGAL BUSINESS NAME:	
DBA (DOING BUSINESS AS) NAME, IF APPLICABLE:	
BUSINESS OFFICE ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
FAX NUMBER:	
URL:	
BUSINESS EFFECTIVE DATE:	

ORGANIZED BUSINESS STATUS:

- CORPORATION  PARTNERSHIP  
 INDIVIDUAL/SOLE PROPRIETOR  OTHER

How many years have you been engaged in the business under your present name?

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What other names(s) if any has your business/company operated under and taxpayer number used?

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Please list the names of your personnel authorized to sign legal and binding Bid Documents.

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The above statements must be subscribed and sworn before a Notary Public.

**Authorized Representative**

SIGNATURE:	
DATE:	
NAME:	
TITLE:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

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(NOTARY PUBLIC)

## APPENDIX E. REFERENCES

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE NO:	
EMAIL ADDRESS:	

CLIENT NAME:	
ADDRESS:	
SERVICES PROVIDED:	
DATE(S) OF SERVICES:	
CONTACT NAME & TITLE:	
PHONE:	
EMAIL ADDRESS:	

## APPENDIX F. CERTIFICATE OF INSURANCE COVERAGE

VENDOR NAME:	
ADDRESS:	
NAME OF SURETY: (TYPE OR PRINT)	
NAME OF AGENT: (TYPE OR PRINT)	
AGENT'S PHONE NO:	

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL / GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL / GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	NEW HAMPSHIRE STATE MINIMUM COMPENSATION STATUTORY			

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Town is hereby named as Additional Insured. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Town. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Town. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.

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(AUTHORIZED AGENT'S SIGNATURE)

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(DATE)

# APPENDIX G. COST PROPOSAL FORM

(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME:	
ADDRESS:	
PHONE NUMBER:	

TO: The Town of Goffstown

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication voice and data communication services to the Town in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

### **QUOTATION PAGE/BID FORM – PRICING**

Include all applicable taxes and surcharges. Please provide initial and monthly cost for each service at each location, with options for a 3 year and/or 5 year agreement. Bidders must detail reasons for price adjustments in annual contracts.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_