



## TOWN CLERK DEPARTMENT

195 Danielson Pike

North Scituate, RI 02857

<b>ISSUE DATE:</b> 01/31/2020	<b>RFP NUMBER:</b> N/A	<b>FOR:</b> Phone System Replacement
<b>ISSUING DEPARTMENT:</b> Police Department	<b>DATE/TIME OF CLOSING:</b> 02/07/2020	<b>CONTRACT ADMINISTRATOR:</b> Korey Mendes

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Town of Scituate the items or services offered and accompanying attachments shall constitute a contract.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
State Corporation Identification Number

\_\_\_\_\_  
Contact Email Address

\_\_\_\_\_  
DUNS Identification Number

CHECK ONE:

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

CORPORATION

☐

LLC

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

\_\_\_\_\_  
Vendor's Legally Authorized Signature  
(Digital signatures not accepted)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the Town of Scituate Town Clerk Department at 195 Danielson Pike, Scituate, RI 02857 until the date/time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

**The Town does not discriminate against small and minority businesses or faith-based organizations.**



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## 1.0 RFP Introduction and Background

### 1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from offerors capable of satisfying the Town of Scituate's (Town) need for an enterprise telephone system at the Police Department (Department). Offerors shall provide a response outlining the roll-out of a Hybrid Voice over IP (VoIP) Premises-Based Exchange (PBX) telephone system. **The Town will not be considering hosted (or off-premises) VOIP telephone systems as part of this project.** Offerors' responses will be evaluated and ranked based on the criteria described in this RFP. In addition to soliciting written responses, this document provides information to assist offerors in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the offerors;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the Department's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected offeror.

This RFP, and the selected proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," and "offeror" are considered to have the same meaning.

### 1.2 Bond Requirements

There are no bond requirements as part of this project.

### 1.3 Project Objectives

The Scituate Police Department is planning to replace the phone systems servicing its building with a modern and unified system. In doing so, the Department seeks to address several challenges in the current environment, including but not limited to:

- Limited or inadequate functionality in current systems;
- Capability to accommodate size of Police Department's new police station

In order to address these challenges and others, the Department has initiated this project to adequately plan for, select, and implement a business-class Hybrid VoIP PBX telephone system. Section 2.0, Project Scope, outlines the features and functionality desired in a future telephone system as well as the professional services activities to be a part of roll-out.

### 1.4 No Obligation

The inquiry made through this RFP implies no obligation on the part of the Town of Scituate or Scituate Police Department. The Town reserves the right to reject any and all proposals.



The Town reserves the right to withdraw this request at any time based on available funding.

The Town reserves the right to reject any, or part, of all bid proposals; waive any informalities and technicalities; and to accept that bid which the Town Council deems to be in the best interest of the Town, whether or not it is the lowest dollar bid.

### 1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the Town will follow. The Town has performed extensive planning work and has planned to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum as specified in Section 1.11. **There will be no pre-bid conference as part of this RFP process.**

**Table 01: RFP Schedule of Events**

Event	Actual Dates
Request For Proposals published	January 31, 2020
Deadline for questions from vendors	February 6 at 1:00pm
Deadline for Proposal submissions	February 7 at 1:00pm
Bid public opening	February 7 at 1:15pm
Begin contract negotiations	February 7
Contract award	February 14

### 1.6 Pre-Qualification of Vendors

The Town has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP unless currently listed by the State of Rhode Island or United States Federal Government on the debarment list.

### 1.7 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, offerors shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

### 1.8 Incurred Expenses

The Town of Scituate shall not be responsible for any cost incurred by an offeror in preparing and/or submitting a proposal or participating in presentations as part of the evaluation procedure.



### 1.9 Questions and Inquiries

Mr. Korey Mendes, project consultant for the Town of Scituate, shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

**Table 02: Point of Contact**

Point of Contact	
Mr. Korey Mendes	kmendes@jkstechnologies.com

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Department's Agent, Mr. Korey Mendes, using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.5, all questions must be received in writing no later than time and date specified in Table 01. Questions and answers will be published on the Town's website by 3:00pm on February 6, 2020. Only questions and answers published through addendum shall be binding.

Offerors shall not contact any unauthorized Town or Department staff with any questions or inquiries. Unauthorized contact with any personnel of the Town or Department may be cause for rejection of the offeror's proposal.

### 1.10 Clarification and Discussion of Proposals

The Town may request clarifications and conduct discussions with any offeror who submits a proposal. Offerors must be available for a presentation to the Town if a demonstration is deemed necessary.

### 1.11 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and published on the Town's website at [http://www.scituateri.org/how\\_do\\_i/view\\_bids\\_and\\_vacancies.php](http://www.scituateri.org/how_do_i/view_bids_and_vacancies.php) and the City of Newport's website <http://eprocurement.cityofnewport.com/> as well as the State's website <http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>. The Town will publish addenda in a timely manner. All questions must be received no later than the time and date specified in Table 01. Only questions and answers documented in an addendum shall be binding. Each addendum issue shall be signed and returned with offeror's proposal. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

### 1.12 Proposal Approvals

Proposals shall be delivered and addressed to the Town Clerk at 195 Danielson Pike, North Scituate, RI 02857 and shall be labeled **"2020 Police Department Phone System Replacement"**, by 1:00pm, February 7, 2020. The proposals will be opened and read aloud at 1:15pm in the Town Council Chambers. Any Offeror who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Town Clerk Office by the proper time. The Town Clerk will be the final judge on if a proposal was delivered on time.



## 1.13 Authorized Signatures

Every proposal must be signed by the person or persons legally authorized to bind the offeror to a contract for the execution of the work. Upon request of the Town of Scituate, any agent submitting a proposal on behalf of a offeror shall provide a current power of attorney certifying the agent's authority to bind the offeror. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Scituate, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

## 1.14 Ink or Typewritten

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

## 1.15 Opening of Proposal

All proposals, irrespective of irregularities or informalities, will be opened and the names of the offerors and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of proposals. The Town of Scituate reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.



## 2.0 Project Scope

### 2.1 Project Overview

The Town is seeking proposals for a Hybrid VoIP PBX telephone system for their Police Department. The specific brand of phone system is not a concern to the client, as long as the proposed system meets the specified needs. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment, Phone services, software (if any), and training. **The system will need to be implemented prior to the Department's occupancy of the new station, which is currently scheduled for the end of March.**

### 2.2 Town and Project Staffing

The Town intends to have a consulting Project Manager through roll-out. Additional Town resource planning has not been completed and will be based on the resource estimates and/or any staffing plan provided by the vendor.

### 2.3 Current Environment

**Network Infrastructure** - The Department's network consists of a single building with a 150 Mbps Up/Down Internet connection from Verizon FIOS. The Department maintains a HP Procurve network of layer 3 routing and HP OfficeConnect switching for layer 2 VLANs to support and manage the environment. A Sonicwall firewall is used for inbound/outbound access to the network. Existing layer 2 switches will not be used to power phones in the new phone system deployment. Regarding infrastructure within the building, the Department has deployed dedicated Cat6 Ethernet cabling (color: white) as well as terminated all wall jacks and patch panels to accommodate the necessary number of telephone sets. There will be no converged (daisy-chaining phone to PC) as part of this project.

**Existing Phone System** - The Town of Scituate currently utilizes a Samsung OfficeServ 7200 phone system with three digit extensions. Except for the expanded number of telephone sets being deployed in the new building, the system requirements for the existing system will match the requirements needed in the new system, as outlined in Section 2.6: Function and Technical Requirements - Specific Department.

### 2.4 Coordination Analysis

As part of the pre-roll-out tasks, the vendor will analyze the Functional and Technical Requirements set forth in Section 2.6 and provide a detailed explanation, demonstrating how it intends to address each requirement. This coordination analysis will identify areas where the Town may be required to change existing business processes to accommodate system functionality.

To conduct the coordination analysis, the Town expects that the vendor will review all business and technical requirements with Town staff in one or more onsite meetings. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and the Town have a common understanding of all business and technical requirements. The coordination analysis will be a critical point in the Town-vendor relationship, as the Town intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system roll-out. The Town should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific needs and determine if any additional resources are required.

**2.5 Definitions**

Term	Definition
<b>9-1-1 Notification</b>	A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed.
<b>Announcement Line</b>	A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line).
<b>Auto-Attendant</b>	A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller
<b>Auto-Dial</b>	A process where an extension automatically calls another extension or phone number when the handset is picked up.
<b>Busy Redial</b>	A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal.
<b>Call Flow</b>	A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant)
<b>Call Forwarding</b>	The ability to present forward a call to another extension or phone number.
<b>Call Queue</b>	A process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension.
<b>Call Waiting</b>	The ability to place a call on hold and take an incoming call.
<b>Digital to Analog (D2A) device</b>	A device that allows an analog device to use a digital phone line.
<b>Day/Night Mode</b>	A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.
<b>Dial in Direct (DID)</b>	A single phone number that rings on a single extension.
<b>Do Not Disturb(DND)</b>	A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension.
<b>Extension monitoring</b>	The ability for one extension to see whether another extension is currently on the line.
<b>Failover</b>	A process which calls a backup number when an extension is not available, either through phone or network failure.
<b>Follow me</b>	A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g. An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail.
<b>Hunt Group</b>	A single phone number that has the ability to ring multiple extensions. Each department may have multiple Hunt Groups depending on their configuration.
<b>On demand Call recording</b>	The ability to press a button or sequence of buttons to allow the recording of certain phone calls.
<b>Outlook integration</b>	The ability to start a call from a phone number in an e-mail or address book in Microsoft Outlook.
<b>Overhead paging</b>	The ability to page through a public address system.
<b>Soft phone</b>	A program that runs on a computer or mobile device that simulates a phone extension.
<b>Speed Dial</b>	A process that allows a sequence of buttons to call another phone number





## 2.6 Functional and Technical Requirements

Proposals shall address the following functional and technical requirements in all four categories- General, Voicemail, Extension and Specific Department. The proposed system must meet or exceed each criteria. It should be stated in the proposal submission how the vendor will address each criteria, including specific descriptions or explanations of the process where noted below.

### General

The Town is requesting that the overall phone system have the following features.

ID#	Feature
G1	Integrated Corporate Directory (describe)
G2	End-user interface for configuring devices
G3	Programmable auto-attendants
G4	Programmable Call Queue
G5	Conforms to FCC requirements for Enhanced 911 (Explain process)
G6	Three digit extension dialing
G7	Hunt Groups
G8	Ability report on extension usage for billing purposes
G9	Failover for extensions
G10	Call Manager end user computer application (describe)
G11	9-1-1 notification
G12	Reporting by tag, extension, hunt group including: <ul style="list-style-type: none"><li>• tag/department/extension</li><li>• number of calls incoming</li><li>• number of calls outgoing</li><li>• billable numbers dialed</li></ul>
G13	Configurable day/night mode for Hunt Groups
G14	Programmable call flow
G15	On-demand call recording
G16	Ability to have electronic bill presentment broken down by department and/or extension, billable charges by extension, hunt group, or DID
G17	Capability to replace an extension with a spare phone (explain process)
G18	Provide a wide range of phone types including: <ul style="list-style-type: none"><li>• Basic phones</li><li>• Soft phones</li><li>• Multiline phones</li><li>• Expansion ports for secretaries</li><li>• Wireless phones</li><li>• Wireless headsets</li><li>• Conference phones</li></ul>
G19	Programmable hold music/message by department, Hunt Group, or extension
G20	Ability to block certain toll calls
G21	Ability to block nuisance callers
G22	Ability to route specific incoming calls to an extension
G23	Ability to page a hunt group or all extensions
G24	Overhead paging interface

**Voicemail**

The Town is requesting that the voicemail system have the following features.

ID#	Feature
V1	Time and Date of call
V2	Extension or number of caller
V3	Play Message
V4	Save message
V5	Delete message
V6	Forward/copy message to extension
V7	Forward/copy message with annotation to extension
V8	Forward/copy message to multiple extensions
V9	Text notification to recipient
V10	Voicemail forward/copy to e-mail
V11	Remote voicemail retrieval (explain process)

**Extension**

The Town is requesting that individual extensions have the following features.

ID#	Feature
E1	Call Hold
E2	Do not Disturb
E3	Call Pickup from extension
E4	Call Pickup from Hunt Group
E5	Call Waiting
E6	Call transfer
E7	Call Forward All
E8	Call Forward Busy
E9	Call Forward No answer
E10	Voicemail
E11	Distinctive Ring
E12	Unique three digit extension
E13	Enhanced 911 address
E14	DID number and/or Hunt Group number
E15	Extension monitoring by light/display
E16	Incoming message/voicemail light/display
E17	AutoDial
E18	Caller ID
E19	Three way calling
E20	Follow me
E21	Speed Dial
E22	Memory Buttons
E23	Redial
E24	Busy Redial
E25	Password or other restriction for billable long distance
E26	Ability to reassign E911 address for mobile/travelling workers
E27	Conference Calling (include maximum number of participants)
E28	Forward call to extension voicemail
E29	Difference messages for no answer or busy/DND

**Specific Department**

The Town would like to fulfill the following technical requirements as part of this project.

ID#	DEPARTMENT/BUILDING	PHYSICAL LOCATION	ISP DETAILS
	<b>Police Department</b>	<b>1301 Chopmist Hill Rd.</b>	<b>Verizon FIOS 150 Mbps U/D</b>
PD1	(23) >= 12 button IP phones (LCD displays only, no DESI labels, gigabit passthrough not required)		
PD2	(7) <= 6 button IP phones (LCD displays only, no DESI labels, wall mounted, Gig passthru not req)		
PD3	(8) COX POTS lines for non-emergency calling, (2) Verizon POTS lines for 911		
PD4	(4) analog ports: (1) for overhead paging integration, (2) for 911 recorder integration, (1) extra		
PD5	(2) Powerful, rugged cordless phone for use in cell block and dispatch area		
PD6	(# ) DSS consoles required for dispatch "reception" phone to have BLF appearances for all phones		
PD7	(23) licenses for active voicemail boxes		
PD8	(1) IP conference room phone with (2) external microphones		
PD9	(# ) Ethernet patch cords required for connecting telephone sets to wall jacks		
PD10	(1) HPE Aruba 2540 48G PoE+ 4SFP+ switch, part# JL357A (programming performed by client)		
PD11	(1) APC SMC1500-2UC rackmount battery		
PD12	(5) telephone headsets (over-the-head design, single ear piece sits on ear (not in-ear), corded)		
PD13	Call Manager application for users a plus, not required as part of proposal		

**2.7 Training Plan**

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the system and/or roll-out vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to Department end-users).
2. The role and responsibility of the Department staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for Department personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
6. The knowledge transfer strategy proposed by the software and/or roll-out vendor to prepare Department staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the roll-out by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the Department's intention that the selected vendor will coordinate the training of Department personnel in the use of its system(s) and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the offeror before each training session with Department staff.



## 2.8 System Documentation

As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Offerors shall provide sample System Documentation as part of proposal submission, in accordance with the Submittal Response Format described in Section 5.0. In addition, offerors shall provide an overview of the system documentation that will be provided as part of system roll-out.

## 3.0 General Terms & Conditions for the Town of Scituate

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Rhode Island and any litigation with respect thereto shall be brought in the State of Rhode Island Superior Court for the County of Providence. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.



- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The Town does not discriminate against small and minority businesses or faith-based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Offeror must submit Attachment F (Non-collusion Affidavit) with bid or offeror's bid will be rejected and deemed not responsive.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the State of Rhode Island from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Rhode Island, relating to the particular goods or services purchased or acquired by the Town under said contract.

MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS FOR RFPs

1. For Request For Proposals (RFP): Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. As a precondition to its acceptance, the Town may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.



REVISIONS TO THE OFFICIAL RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the Town of Scituate's web site and/or authorized by the Town of Scituate's point of contact. Any such violation as stated above may result in rejection of the RFP response.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than February 6 at 1:00pm. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number and the federal employer identification number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
- e. Proprietors partnerships, and corporations shall provide the Town with a federal employer identification number, prior to receiving any payment from the Town.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

2. To Subcontractor:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - ii. To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.



**PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Town further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Town that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Town may have.

**CANCELLATION OF THE CONTRACT:** The Town may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

**TAXES:** Sales to the Town of Scituate are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide





sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. Proof of insurance naming the Town of Scituate as additionally insured for the specified work must be submitted with the offeror's bid. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract as shall protect them from claims which may arise from operations under any contract entered into with the Town of Scituate whether such operations be by themselves or by anyone directly or indirectly employed by them. (INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON TOWN OWNED OR LEASED FACILITIES OR PROPERTY.)

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Scituate Town Council and are null and void in the event of non-appropriation by the Town Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Town.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The Town shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the Town. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Town.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the





provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SAFETY and OSHA STANDARDS:** All parties performing services for the Town shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

**PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Town of Scituate or State of Rhode Island. The offeror must have all necessary licenses to perform the services in Rhode Island and, if practicing as a corporation, be authorized to do business in the State of Rhode Island.

**COOPERATION BETWEEN CONTRACTORS:** The Town of Scituate reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Town of Scituate from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**LIABILITY AND LITIGATION:** The Town shall not indemnify or hold harmless any Contractor or other third party. The Town does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The Town does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The Town shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

## **4.0 Proposal Evaluation and Award**

### **4.1 Evaluation Process**

The Town's Evaluation Committee will initially review and evaluate each proposal received to determine the offeror's ability to meet the RFP requirements. The evaluation criteria described in Section 4.2 will be the basis for evaluation.

The Evaluation Committee will select a minimum of two (2) vendors best suited to meet the needs of the Town based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.



The Town, at its sole discretion, reserves the right to have system demonstrations with those offerors on the Vendor Short List. Demonstrations, upon request, would be conducted at Town offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration “lab.”

The Town may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

#### 4.2 Evaluation Criteria

Selection shall be made of two (2) or more offerors, deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Evaluation Committee shall select the offeror which, in its opinion, has made the best proposal, and shall make a recommendation to the Town Council and Town Treasurer on award of the contract.

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The Town hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria. **Those offers with a total evaluation score below 60 points will be removed from consideration.**

**Table 03: Evaluation Criteria**

Criteria	Description	Maximum Score
Functional & Technical	A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm’s plan for accomplishing the requested services	40 points
Experience	This criterion considers (1) the offeror’s past performance on any Town or State contracts, (2) the results of reference checks, and (3) the offeror’s experience in providing the services solicited by this RFP as set forth in the offeror’s response	40 points
Initial Cost	Phone types presented as well as the reasonableness of initial equipment pricing	10 points
Ongoing Costs	The cost of on-going maintenance and service	10 points
	<b>TOTAL POSSIBLE POINTS</b>	<b>100 POINTS</b>



As part of the evaluation process, the Town may ask questions of a clarifying nature from Offerors as required. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

## 4.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the Town. Such process may be initiated following the creation of the Vendor Short List, ongoing contract negotiations or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of this evaluation process.

## 4.4 Notice of Award

After the completion of contract negotiations, the Town Agent will issue a written Notice of Award. Notice of Award will be posted on the Town's website at [http://www.scituateri.org/how\\_do\\_i/view\\_bids\\_and\\_vacancies.php](http://www.scituateri.org/how_do_i/view_bids_and_vacancies.php) and the City of Newport's website at <http://eprocurement.cityofnewport.com/> as well as the State's website <http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>. The scores and placement of other offerors will not be part of the Notice of Award.

The successful offerors named in the Notice of Award shall not begin work or enter into subcontracts relating to the project until both the successful offeror and the Town have signed a contract.

## 5.0 Submittal Response Format

### 5.1 General Instructions

The following instructions must be followed by offerors submitting proposals:

1. All proposals must be in an opaque, sealed envelope or box and clearly marked: **"2020 Police Department Phone System Replacement"** Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the Town shall be borne by the offeror.
2. The deadline for proposal submissions is **February 7 at 1:00 PM local time**. Any proposal received after this time and date will not be considered. No faxed or emailed proposals will be accepted. It is the sole responsibility of the Offeror to see that the proposal is received on time. Late or incomplete proposals will not be accepted. The Town will reserve the right to reject any and/or all proposals and will further reserve the right to waive or not waive any informality in any proposal. Clearly identified proprietary information will not be disclosed during the selection process. Attachment C provides a place to identify any proprietary information.
3. Offerors shall submit five (5) hardcopies of the Proposal to the Town at the address contained in Table 04 below. One (1) hardcopy of the Proposal should be clearly marked as "Original," and the remaining four (4) copies should be clearly marked "copy."
4. Proposals should be provided in three-ring binders with tab separators. The organizational guidelines for proposal responses are listed in Table 05 below.



5. Offerors shall submit one (1) electronic versions of the Proposal on separate a USB drive to the Town in addition to the hardcopy proposals. Documentation that is provided in Adobe PDF shall be in a searchable format. Any attachments provided in the RFP package in MS Excel format shall be completed and returned by vendors in the same format.
6. Proposals should be mailed or hand delivered to the mailing address contained in the following table.

**Table 04: Proposal Mailing Addresses**

Town Mailing Address
Scituate, Rhode Island Town Hall Town Clerk Department Attn: Mr. Korey Mendes 195 Danielson Pike Scituate, RI 02857

7. The following table contains the organization guidelines for proposal responses.

**Table 05: Technical Proposal Organization Guidelines**

Proposal Tab No.	Proposal Section	RFP Sec. No.
<b>Tab 1</b>	Cover Page and Executive Summary	5.2
<b>Tab 2</b>	Proposed System	5.3
<b>Tab 3</b>	System Support	5.4
<b>Tab 4</b>	Company Background and History	5.5
<b>Tab 5</b>	Functional and Technical Requirements Response	5.6
<b>Tab 6</b>	Sub-Contracting	5.7
<b>Tab 7</b>	References	5.8
<b>Tab 8</b>	Exceptions to Terms and Conditions	5.9
<b>Tab 9</b>	Attachments: Required Forms	5.10
<b>Tab 10</b>	Price Proposal	5.11

## 5.2 Cover Page and Executive Summary

The first tab of the proposal should contain the Cover Page of the RFP and an Executive Summary. The Cover Page shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

A signature on the Cover Page hereby provides the Town of Scituate acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract.



The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal.

Tab 1 should not exceed four pages.

## 5.3 Proposed System

The second tab of the proposal should include a textual description of the proposed system for providing the services described in Section 2.0, Project Scope. This section must include a summary description of the system's capabilities to meet the requirements set forth in Section 2.6, Functional and Technical Requirements. The purpose of this summary is to ensure the Town has a high-level understanding of the proposed system. The narrative should be written for an audience of the end-user community.

Additionally, this section must also more specifically address the following:

- What is the product name and version/level being supplied?
- Are phones provided through the vendor? If so, please list available phones and include price list. Include any warranty information for phones. If no, give a list of supported phone vendors and models, and briefly explain the commissioning process for phones.
- Must phones be provided through the vendor and only through the vendor?
- How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?
- Does the product require specialized switching equipment? If so, please include specifications and procurement options and pricing.
- How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user/system?
- How and where are recorded calls stored? How are the calls retrieved? How are they secured? What is the maximum storage capacity per user?
- Provide screen shots of administrative application interface.
- Provide screen shots of end user Call Manager application interface.
- Provide sample reports for departmental usage, billing invoices, and call queue reports.
- Ability to customize billing. Options to receive invoices by location or department. Would we have online billing options?
- Would we have a billing team assigned specifically to the Town? What would our level of billing support look like?
- What is the maximum number of incoming calls supported for the proposed system?

Marketing materials should not be submitted on the proposed functionality.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current Town technical environment, staffing, project management approach, and Town resources available during roll-out and support phases.

## 5.4 System Support



The third tab of the proposal should include a textual description of the support available for the proposed system. This section must include a summary description of the support system's operations and capabilities and any potential limitations. The purpose of this summary is to ensure the Town has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

- What is the uptime percentage of the proposed system?
- What are your technical support hours?
- Do you provide a Service Level Agreement? Please summarize and include.
- What is your average resolution time for incidents, events, and problems?

Offerors should include a copy of their standard maintenance agreement in this section of their proposal.

Offerors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current Town technical environment, staffing, project management approach, and Town resources available during roll-out and support phases.

### 5.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. The following points should be addressed in the third tab of the proposal.

- Total number of employees;
- Office locations;
- Total number of active clients;
- Total number of active government clients;
- Total number of active municipal government clients;
- Total years offering systems similar to the proposed system;
- Largest active government installation including population;
- Smallest active government installation including population; and
- Other products offered by company.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

### 5.6 Functional and Technical Requirements Response

The fifth tab of the proposal should include a textual description of the vendor's capability to provide the Town's requirements set forth in Section 2.6, Functional and Technical Requirements. This tab shall include a completed requirements matrix aligned with the specific requirements set forth in Section 2.6, Functional and Technical Requirements. Vendor shall provide the completed matrix in MS Excel format and will align with the following format. The electronic version of this form shall accompany this proposal document and will be issued in MS Excel format as Attachment D. Responses shall be provided utilizing the indicators in Table 06 below. Additional comments may be added in the "Comments/Notes" column.



Requirement ID	Feature	Response	Comments/Notes
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When providing responses to the requirements set forth in Section 2.6, offerors shall use the response indicators contained in the following table.

**Table 06: Requirements Response Indicators**

Indicator	Definition
<b>S</b>	Feature/Function is included in the proposed system release.
<b>F</b>	Feature/Function will be available in a future system release.
<b>C</b>	Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with custom modifications.
<b>T</b>	Feature/Function is not included in the current system release, and is not planned to be a part of a future system release. However, this feature could be provided with integration with a third-party system.
<b>N</b>	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future system release, the offeror shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the offeror shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the offeror shall identify this third-party system and include a cost proposal to secure this system.

## 5.7 Sub-Contracting

The sixth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

- Summary of service;
- Reasons for sub-contracting;
- Proposed sub-contractor(s);
- Detailed sub-contractor responsibilities;
- Sub-contractor name;
- Sub-contractor location;
- Sub-contractor experience;
- Previous use of sub-contractor; and
- Any additional relevant information.

## 5.8 References

The seventh tab of the proposal should identify the offeror’s references for the project. Offerors shall provide at least three (3) government clients with whom the offeror has worked during the past five (5) years that are of similar size and complexity to the Town of Scituate. References shall be from municipal governments that have been live with the current system for a minimum of one (1) year.



Offerors shall complete a Vendor Reference Form for each of the references as contained in Attachment A. Completion of Attachment A shall indicate that the offeror grants consent for the Town to contact any and all references given.

In the event the offeror cannot provide the required references, substitution of other organizations should be made to ensure three (3) total references are provided. Offerors shall indicate how these substitute references deviate from the requested characteristics.

### 5.9 Exceptions to Terms and Conditions

The eighth tab of the proposal should include any exception the offeror takes to the terms and conditions set forth in this RFP. It is the Town's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

### 5.10 Required Forms

The ninth tab shall include all required forms. These include:

- Vendor Reference Form (See Attachment A)
- Proprietary/Confidential Information Form (See Attachment B)
- Functional and Technical Requirements Response Matrix (See Attachment D)
- Non-collusion Affidavit (See Attachment F)
- Any and all addenda, signed (if applicable)
- Copy of Offeror's Rhode Island TSC Telephony license
- Offeror's proof of insurance naming the Town of Scituate as additionally insured
- Copy of Offeror's W-9

### 5.11 Price Proposal

The tenth tab is the price proposal consisting of two sections:

1. The completed Cost Worksheet as contained in Attachment E. Offerors shall not modify the worksheets in any way. Vendors shall provide the completed cost worksheets in MS Excel format.
2. The offeror's standard travel and expense policy.

## 6.0 Maintenance Contract Term

The initial term of the maintenance contract will be for a minimum one (1) year from the date that the contract is signed. At the Town's option, the maintenance contract may be renewed for up to five (5) additional one (1) year terms. All terms and conditions shall remain in force for the term of the maintenance contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties.





## **7.0 Proprietary Information**

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Rhode Island Access to Public Records Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information.



## ATTACHMENT A: Vendor Reference Form

*Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 5.8 of the RFP.*

### 1. General Background

Name of Client:

Number of Employees:

Address:

Project Manager/Contact:

Title:

Phone Number:

E-Mail Address:

Summary of Project and Current Status:

### 2. Project Scope

Project Price:

Project Start Date:

Project End Date:

Please indicate overview of the system that was implemented as part of the project:



ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION

Name of Firm/Offeror:

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Rhode Island Freedom of Information Act; however, the offeror must invoke these protections in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

☐ Check this box if there are none.

*\*This document must be completed and returned with proposal.*



## ATTACHMENT C: SAMPLE STANDARD CONTRACT RFP

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_ hereinafter called the "Contractor" and Town of Scituate,  
RI, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants,  
promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set  
forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire Town of Scituate's Official Request for Proposal (no revisions by the Contractor)  
dated: \_\_\_\_\_  
If applicable, any Official Town Addenda(s):  
#1, dated: \_\_\_\_\_
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the attached negotiated  
modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be  
bound thereby.

CONTRACTOR:

TOWN OF SCITUATE, OWNER:

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT F: Non-collusion Affidavit

**NOTE: To be completed, notarized, and submitted with Offeror's bid**

State of Rhode Island  
County of Providence

"\_\_\_\_\_, Offeror, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signed at)

\_\_\_\_\_  
Offeror name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title