

# **EXHIBIT A**

**(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 718)**

**MAYOR  
DAVID R. MARTIN**



**PURCHASING AGENT  
BEVERLY A. AVENI  
Phone: (203) 977-4107  
FAX: (203) 977-5263  
Email: [baveni@stamfordct.gov](mailto:baveni@stamfordct.gov)**

**CITY OF STAMFORD  
OFFICE OF ADMINISTRATION  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06901-2152**

## **REQUEST FOR PROPOSALS No. 718**

### **LOCAL ACCESS AND LONG DISTANCE TELECOMMUNICATIONS SERVICES**

**PROPOSALS DUE:**

**JULY 6, 2017 @ 4:00 P.M.**

**SUBMIT TO:**

**CITY OF STAMFORD  
888 WASHINGTON BOULEVARD  
STAMFORD, CT 06904-2152**

**ATTENTION:**

**BEVERLY A. AVENI  
AT (203) 977-4107 OR  
[baveni@stamfordct.gov](mailto:baveni@stamfordct.gov)**

**NUMBER OF COPIES REQUIRED:**

**ONE ORIGINAL AND FOUR (4)  
COPIES, ALONG WITH TWO (2)  
ELECTRONIC VERSIONS (USB  
DRIVE)**

**Date Issued: (6/6/17)  
(REV: 6-1-16)**

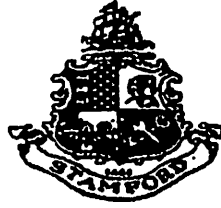


**CITY OF STAMFORD, CONNECTICUT**

**NOTE**

**EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.**

**Effective: 1/2/09**



## CITY OF STAMFORD, CONNECTICUT

# IMPORTANT

**Caution** : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Dispute Resolution on pages 5-6 of the Sample Contract.
6. Please note the addition of the "Contractor's Statement Form on the next page.

Effective: 10/1/2016  
RFP & RFQ

**CONTRACTOR'S STATEMENT**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or member:

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If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

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The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

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Name of Bidder/Proposer: \_\_\_\_\_

Signature of Bidder/Proposer : \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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### **Non-Collusion Certification – RFP/RFO**

**By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:**

- 1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.**
  
- 2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.**
  
- 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.**

**EFFECTIVE: 12/8/05**

**MAYOR  
DAVID R. MARTIN**



**CITY OF STAMFORD  
OFFICE OF POLICY & MANAGEMENT  
888 WASHINGTON BOULEVARD  
P.O. BOX 10152  
STAMFORD, CONNECTICUT 06904-2152  
(Rev. 12/2/13)**

**PURCHASING AGENT  
BEVERLY A. AVENI  
Phone: (203) 977-4107  
FAX: (203) 977-6263  
Email: baveni@ci.stamford.ct.us**

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **1. Notification to Bidders**

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;



(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**MAYOR  
DAVID R. MARTIN**



**PURCHASING AGENT  
BEVERLY A. AVENI  
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**GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.**

**PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFP/RFQ PACKAGE.**

**AGREEMENT**

**THIS AGREEMENT** dated the     day of     , 2010, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by **DAVID R. MARTIN**, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Contractor", acting herein by     , duly authorized.

**WITNESSETH**

**WHEREAS**, the City of Stamford solicited Request for Proposals #     for  
; and,

**WHEREAS**, the Contractor has responded to the City by submitting a Response to the Request for Proposal; and,

**WHEREAS**, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal #     , attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.

**2. COMPENSATION.** The City shall pay as compensation to the Contractor a fee of .....

**3. TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

**4. REVIEW OF WORK.** The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

**5. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

**6. ASSIGNMENT.** The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

**7. BOOKS AND RECORDS.** The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

**8. INSURANCE.** The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

**9. REPRESENTATION.** The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

**10. INTERPRETATION.** The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

**11. NON-APPROPRIATION.** Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**12. SUBCONTRACTING.** The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

**13. CONTRACT EXTRAS.** Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**14. COMPLIANCE WITH CITY CODE PROVISIONS.** The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com)

**15. TERMINATION.** A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**B. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

**(SEE ATTACHED COPY OF DISPUTE RESOLUTION ON  
THE FOLLOWING PAGES 5 -6)**

[Section Number] **DISPUTE RESOLUTION**

**A. EXECUTIVE MEETING**

The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to the Contract ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

**B. MEDIATION**

Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**C. ARBITRATION**

Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

**D. PERFORMANCE DURING DISPUTE**

Unless otherwise directed by the City of Stamford, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**E. CLAIMS FOR DAMAGES**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.



**16. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut.

**17. GIFTS:** During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Beverly A. Aveni  
Purchasing Agent

Date: \_\_\_\_\_

By \_\_\_\_\_  
David R. Martin  
Mayor

Date: \_\_\_\_\_

**THE CONTRACTOR**

\_\_\_\_\_  
Witness

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

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
C. Dellaselva  
Asst. Corp. Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
A. M. Mones  
Risk Manager

Date: \_\_\_\_\_

**CITY OF STAMFORD**

**TECHNOLOGY MANAGEMENT  
SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS**

**LOCAL ACCESS AND  
LONG DISTANCE TELECOMMUNICATIONS SERVICES**

**The City of Stamford and Stamford Public Schools, Stamford, Connecticut, with its main facility located at 888 Washington Boulevard is in the process of evaluating voice telecommunications suppliers for Local Centrex based service, including retention of current 4-digital dial plan(s) and all Long Distance services.**

## **1. STATEMENT OF PURPOSE/BACKGROUND**

The purpose of this RFP is to provide a standard from which to evaluate your company's Centrex based DCOSS (Dedicated Central Office Switching System) products and services as they compare to other service providers as they pertain to the needs of the City of Stamford and Stamford Public Schools as defined in this document.

The Local telephone service is a critical component of this Request for Proposals. Currently, telephone service is provided by the Local Exchange Carrier (LEC) in the form of Centrex services. Today, the City of Stamford and Stamford Public Schools has approximately 800 working Centrex stations. In some locations, these Centrex stations are augmented by flat business lines.

*(Please refer to Exhibits A & B for detailed site information).*

## **2. SCOPE OF WORK**

Specifically, the following products and services are included in this RFP:

### **2.1 Local Services**

#### **a. Local Service**

Specify counties & cities in which you are able to offer local service at this time. Please detail what, if any, calling restrictions are available (i.e. Directory Assistance, toll restrictions, 900 numbers, 411, etc).

#### **b. Local Portability & Centrex Dial Plan**

Maintaining all existing phone numbers is a priority in the selection of the new local service provider as is your ability to provide a centrex-based product. Describe your ability to maintain local number portability and duplicate all existing interoperability and dial plan(s).

#### **c. ISDN & SIP Trunk Capability**

Describe your company's ability to provision Primary Rate Interface services. Describe your company's ability to provision SIP trunk services.

### **2.2 Long Distance Services and Toll Fraud**

#### **a. Long Distance Products**

Please describe your intrastate, interstate and international service offerings. Please include any features, where available. Please differentiate between features that are available intrastate, intralata and/or nationally. *(Please see Exhibit C for usage details).*

**b. Toll Fraud**

Please include any formal Toll Fraud policies adopted by your company. Please detail whether or not your network has the ability to limit the calling range of dedicated and/or switched originated long distance calling.

Describe in detail any services that are available to protect the City of Stamford and Stamford Public Schools from Toll Fraud. If any international restrictions “automatically” exist, please denote those. In addition, please discuss in detail your ability to monitor outbound and Calling Card Toll Fraud on your network. Please describe the notification process, as well as the levels at which the City of Stamford and Stamford Public Schools will be notified and the minimum liability, if any.

**2.3 Billing and Invoicing Services**

**a. Invoicing Overview**

Summarize the functionality, including features of your current billing system. This system should be unified for both local and long distance services. If different platforms exist, please differentiate between them. If customized invoices are available, please list options. Include the process and interval associated with making changes to your company's invoice.

Invoices must be available in paper format as well as electronic media and the Internet.

Please describe the forms of e-media and include procedures for Web access. Please detail differences in the information provided on these forms of Invoice media, if they differ. If there is an additional cost for any of these, indicate it.

Please provide samples of invoices that are available for the proposed services.

**b. Reporting and Accountability**

It is a requirement of the City to have flexible management and billing reports as well as detailed call origination and termination information. All invoices/reports should detail any discounts given in a clear, concise, current month format. Provide a list of all of the management and call accounting reports available with your billing service.

If additional software or hardware is required, please list the components and the associated cost of each.

It is a requirement to maintain the current customized reporting structure in a tab delimited file and Microsoft Excel format. Please confirm your ability to produce such reports.

**c. Invoice Management and Payment Terms**

The City of Stamford and Stamford Public Schools is requiring sixty (60) day terms on all services. Confirm your ability to meet those terms, without interest charges. It is critical that the invoice be audited by your company on a quarterly basis.

Please confirm your ability to perform such a review, *on site*, for the purpose of maintaining invoice accuracy. If errors are found, detail your process for applying credits and the timeframe for receipt of those credits by the City.

Provide a Billing and Customer Service organization chart, including points of management escalation as well as a dedicated, single point of contact for all questions related to the City's invoice.

**2.4 Implementation and Ongoing Management**

**a. Implementation**

This section should include details of your plan to implement the proposed services. Include a description of tasks and associated timeframes for the conversion. The plan should include all assignments to associated vendor personnel by name and description of the activity to be performed. Pre and post installation and test procedures must be included. On-site technical support is a requirement; please confirm your ability to meet that requirement.

Describe the standard interval and process associated with the implementation and installation of each proposed component. This list should include switched and dedicated long distance services, local services, toll free and credit card services.

**b. Ongoing Management and Support**

Describe your ability to proactively monitor installed (network and hardware) components. Include trouble management and reporting procedures, including escalation timeframes and levels of priority and their definition. If proactive monitoring of all voice services is provided, detail the process that you will use to notify the City of Stamford and Stamford Public Schools of problems, outages and scheduled maintenance.

It is expected that all major service outages, affecting the City of Stamford and Stamford Public Schools, will require written post-mortem reports. Please confirm your ability to provide that report and a Single Point of Contact (SPOC) for requesting such a report.

**c. Problem and Change Control Management**

Each bidder will be required to provide a responsive problem Management Service. Upon placing a trouble report, the City shall receive a trouble ticket number, the name and telephone number of the responsible technician, capable of working the trouble through to resolution and an estimated time of settlement.

Periodic status is required. Please provide a copy of your current trouble reporting and escalation guidelines and procedures. This should include all levels of severity.

**d. Migration Services**

It is expected that your company will provide planning and management services necessary for migrating the City's voice services, including third party vendors, if required. This includes the assignment of a project manager who will be easily accessible to the City's IT personnel.

**e. Disaster Recovery Services**

It is required that the selected vendor will provide a structured maintenance response plan to major network outages in accordance with a pre-approved business recovery plan. This plan will be co-developed by the vendor and the City. Please provide a description of your ability to handle these types of outages, including timetables, escalation guidelines and any sample plans that exist.

**3. ELIGIBILITY**

Qualified respondents must have an office located within a 50 mile radius of the City of Stamford and Stamford Public School's Government Center, located at 888 Washington Boulevard.

Please provide the full address for the office that satisfies this requirement.

In addition, each qualified vendor must be registered with the USF.

**Please provide your SPIN.**

**4. ISSUING OFFICE**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Technology Management Services Department, hereinafter referred to as the "City". The issuing officer is the Purchasing Agent or her designee.

## **5. INQUIRIES**

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Jack Chnowski  
Assistant Director, Technology Management Services  
City of Stamford  
Government Center  
888 Washington Boulevard  
Stamford, CT 06901  
T: 203-977-4936  
F: 203-977-5060  
[jchnowski@stamfordct.gov](mailto:jchnowski@stamfordct.gov)

The deadline for submitting questions related to this RFP is **Thursday June 15, 2017**. Responses to all questions will be furnished through a formal Addendum following the closing date listed herein.

## **6. INCURRING COSTS**

The City of Stamford and Stamford Public Schools will not be held responsible for any costs incurred by the vendor for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## **7. REJECTION/ACCEPTANCE OF PROPOSALS**

The City of Stamford and Stamford Public Schools reserve the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason. Prior to submitting the proposal, the proposer is responsible to bring to the City's attention any ambiguity in this RFP. Not to do so shall result in the proposer forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent proposer.

In the event of any ambiguity between the City's RFP and the Proposer's proposal, then whatever shall be more favorable to the City of Stamford and Stamford Public Schools as determined by the City shall prevail and take precedence.

## **8. ADDENDA TO RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance



with the instructions contained in the amendment may result in the proposal not being considered.

## **9. OWNERSHIP INFORMATION**

The City of Stamford and Stamford Public Schools shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP. Proposals may be reviewed and evaluated by any personnel considered necessary to the decision making process and at the discretion of the City of Stamford and Stamford Public Schools.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford and Stamford Public Schools.

## **10. CONTRACT AGREEMENT & TERMS**

The selected proposer will be required to agree to and sign two separate formal written contract agreements between the City of Stamford and the proposer and Stamford Public Schools and the proposer, prepared by the Law Department of the City of Stamford and Stamford Public Schools.

### **a. Technology**

Technological or other cost reductions available to the vendor will be passed along to the City of Stamford and Stamford Public Schools.

### **b. Term & Funding**

The term of this contract for the City shall be for a period of two (2) years, commencing on the date of the contract execution, and shall include three (3) one year renewal options.

The term of this contract for the Board of Education shall be for a period of one (1) year, commencing on July 1, 2018, and shall include two (2) one year renewal options.

Funding is based upon applicable authorization of E-rate funding, funding provided by the appropriate Board authority and receipt of services.

### **c. Product Substitution**

The City reserves the right to request changes in service or substitutions of products where a clear cost advantage would result.

## **11. INSURANCE REQUIREMENT**

The selected proposer will be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Risk Manager of the City of Stamford and Stamford Public Schools prior to the signing of a formal contract. *(Please refer to Exhibits D & E for further information)*

## **12. SUBMISSION OF PROPOSALS**

Each proposer must submit one original and four (4) copies, along with two (2) in an electronic format (USB Drive), of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni  
Purchasing Agent  
City of Stamford  
Purchasing Department  
888 Washington Boulevard  
Stamford, CT 06901  
Attn: Local Access and Long Distance  
Telecommunications Services

These proposals must be received by the City no later than Thursday, July 6, 2017, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

## **13. PROPRIETARY INFORMATION**

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

## **14. INDEPENDENT PROJECT COST DETERMINATION AND GRATUITIES**

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

#### **15. PRIME CONTRACTOR RESPONSIBILITY**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

#### **16. AVAILABILITY OF FUNDS**

The contract award under this RFP is contingent upon the availability of funds to the Technology Management Services Department for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

#### **17. TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY**

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Technology Management Services Department or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

#### **18. AMBIGUITY IN THE REQUEST FOR PROPOSAL (RFP)**

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

#### **19. NEGOTIATED CHANGES**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

#### **20. COMPETITION INTENDED**

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

#### **21. TAX EXEMPT**

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

#### **22. FORMAT**

**One (1) original and four (4) copies, along with two (2) electronic versions (USB Drives) are required.**

The original document **must be clearly designated.**

Each proposal should be preceded by a **Letter of Transmittal** clearly identifying the full name and address of the organization, including the (lead) Single Point of Contact (SPOC) assigned to the City of Stamford and Stamford Public Schools project and a telephone number for that individual.

An **Executive Summary** should be present summarizing the vendor's ability to respond to all or certain areas of the RFP. This summary should include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.

These articles should *not* be presented as numbered sections within the Response. Proposals must be arranged so as to be directly and organizationally responsive to this RFP. **The format of the response must conform exactly to the format of this document.** If a section or question does not require a response, simply respond to that section by confirming your agreement and understanding. The response should be "*read and understood*". The entire proposal, including all associated literature, must be presented in a single binder.

## **23. SPECIAL NOTE**

Each responding vendor is advised to read this RFP carefully. Any and all exceptions to an item in this specification **MUST** be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

All equipment, accessories, database information, training, software, hardware, labor and materials must be furnished for the installation of all of the proposed components. Any additional equipment or materials necessary for installation and operation not specified or described in the vendor's response will be deemed to be part of these specifications.

## **24. PROPOSAL PARAMETERS**

This section shall include the following information:

### **a. Licenses, Permits & Codes**

The selected vendor will comply with all laws, codes, rules and regulations of the State, County and City applicable to the work to be performed at the City of Stamford and Stamford Public School's premises. Any permits lawfully required should be obtained by the vendor, who shall pay all lawful charges.

### **b. References**

The vendor shall supply a minimum of four (4) references of a similar size and application to this project. The references must include contact name, company name, and telephone number and date that the relationship was formed. If your company has any experience providing services or customizing applications for municipalities, it must be noted in this section, in the form of a reference. Please utilize *Appendix 1* of this RFP to answer this section in your Response.

### **c. Purchasing Policy**

This Invitation is subject to the Terms and Conditions contained on the City of Stamford and Stamford Public Schools' Purchasing Ordinance.

### **d. Assignment of Contract - Subcontracting**

This contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Stamford and Stamford Public Schools, obtained in advance. No portion of the work shall be subcontracted without written consent of the City of Stamford and Stamford Public Schools, obtained in advance. The consent of the City of Stamford and Stamford Public Schools to any assignment or subcontracting may be withheld for any reason or for no reason. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the City of Stamford and Stamford Public Schools with the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s), which have been approved by the City of Stamford and Stamford

Public Schools and assure compliance with all requirements of the contract. *Please use Appendix 2 to designate any subcontractors you intend to utilize.*

**e. Collusion or Fraud**

By submitting their proposal, all vendors certify that their proposal is made without collusion or fraud. They have not offered or received any kickbacks or inducements from any other vendor, manufacturer or subcontractor in connection with their proposal. They have not conferred on any City of Stamford and Stamford Public Schools employee or agent having influence or responsibility for this procurement transaction with any payment, loan, subscription, advance, deposit, money or services, present or promised.

**f. Applicable Law & Courts**

Any contract resulting from this invitation shall be governed in all respects by the laws of the State of Connecticut and any litigation with respect thereto shall be brought in the courts of the State of Connecticut. The contractor shall comply with applicable federal, state and local laws and regulations

**g. Contingencies**

Vendors, before submitting their proposals, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution; to include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the delivery and installation of the proposed software and proprietary equipment, notwithstanding that every item or contingency is not specifically mentioned herein.

**h. Software Installation**

The selected vendor is responsible for all software installation required for the proposed services. This includes but is not limited to the initialization of all software packages, system parameters and features required to provide The City with the system and services detailed in this request for Proposal.

**25. PRICING**

Provide pricing proposals for all recommended services in your Response. *The format required is provided in Appendices 3 & 4.* Pricing should be designated as specifically described in Section 10b. of this proposal. Proposals will be judged based on the entire term for purposes of comparison. **The City of Stamford and Stamford Public Schools is interested in only a flat-rated Centrex based price structure for local & LD services. Pricing must be provided separately for each entity and will be contracted separately as well.**

*All product and service components should be priced independently. The City of Stamford and Stamford Public Schools intends to execute two separate contract agreements and reserves the right to select multiple vendors and therefore, requires separate and distinct pricing for all components.*

If additional discounts are available by "bundling" services, that should be noted on a separate pricing and discount matrix. Include all charges, both monthly recurring and non-recurring (one time). If installation waivers exist, please list all the services and related components that are applicable.

Any special pricing terms that apply must be outlined in this section. Please discuss, if applicable, the following: exclusivity, minimum revenue requirements, monthly or annual "true-ups", contributory and eligible services and price increase protection and technology upgrade liability and early termination liability, if applicable.

A proposer who wished to withdraw a Proposal must make the request in writing. Any correction or modification to a Proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification of the proposer's Proposal.

## **26. PROPOSAL PROCESS**

A Selection Committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposals. The Committee shall conduct an evaluation of all proposals on the basis of the information provided with the proposal, the ability of the offeror to perform, past performance, ability to meet time requirements, principals assigned to the project, and an understanding of the work to be performed, pricing, and the needs of the City.

## **27. EVALUATION CRITERIA**

The following criteria and point system will be used to evaluate proposals:

- 1. Prior Industry Experience**
  - a. Experience with multiple vendors and multiple technologies
  - b. Longevity in the Industry
  - c. Experience with similar projects
  - d. Overall financial health of vendor
  - e. Customer references**25 points**
  
- 2. Personnel Qualification**
  - a. Vendor's Certification & Licensing (if applicable)
  - b. Knowledge of the Product & Applications
  - c. Knowledge & Ability with regard to systems integration
  - d. Account Team Commitment**20 points**

- 3. Management Capability**
  - a. Ability to meet project's timeframe
  - b. Product migration strategy & integration plan
  - c. Future technology migration**15 points**
  
- 4. Environmental**
  - a. Firm's experience in providing telecommunications consulting to local governments or similar agencies.
  - b. Firm's experience with public purchasing procedures.
  - c. Experience and expertise of staff proposed to execute work for the City of Stamford and Stamford Public Schools
  - d. Location of vendor as it relates to product delivery & service**10 points**
  
- 5. Proposed Pricing**
  - a. Competitive Pricing
  - b. Flexible Structure & Invoicing**30 points**

Vendors may be asked to present their proposals to a Selection Committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

## **28. TERMINATION**

Following implementation, should the Director Of Technology Management Services find that the firm has failed in any material respect to perform its agreed upon obligation under the agreement, the agreement shall be canceled by the City as being in the best interest of the City of Stamford and Stamford Public Schools. In the event of termination of this agreement as a result of a breach by the contractor hereunder, the City shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.



**Exhibit A****City of Stamford Centrex Stations:**

<b>Address</b>	<b>Quantity</b>
888 WASHINGTON BLVD	133
1 HARBOR VIEW AV-WPCA	8
100 SUMMER ST-SUMMER ST PLACE GARAGE	6
805 BEDFORD ST-POLICE DEPT	16
629 MAIN ST-FIRE DEPT HDQTRS	5
17 FOREST ST-PARKING AUTHORITY	10
90 MAGEE AV	5
100 MAGEE AV-VEHICLE BLDG	7
82 FAIRFIELD AV-WEST SIDE FIRE STATION	2
10 CRESCENT ST-TRAFFIC & PARKING	5
215 WASHINGTON BLVD-SOUTH END FIRE	2
39 COURTLAND AV-BRD OF RECREATION	3
106 HAIG AV-TOWN YARD	3
28 BELL ST	4
175 ATLANTIC ST-OLD TOWN HALL	6
225 SHIPPAN AV	2
229 NORTH ST-HEALTH DEPT	2
426 SHIPPAN AV	2
451 STILLWATER RD-BRENNAN GOLF	3
987 HOPE ST	3
1620 WASHINGTON BLVD	1
101 HARBOR VIEW AV	2
29 GROVE ST-FAITH TABERNACLE BAPTIST CHRCH	2
90 FAIRFIELD AV	3
137 HENRY ST-SOUTH END COMM CTR	11
185 MAGEE AV;C5 BLDGS & GROUNDS	3
261 MONTAUK DR-POLICE SUB STATION	1
280 FAIRFIELD AV-SUN STATION-SELF STORAGE	1
301 STRAWBERRY HILL AV	2
347 STILLWATER AV-BOYS & GIRLS CLUB	2
1101 BEDFORD ST-1ST PRESBYTERIAN CHURCH	2
1170 SHIPPAN AV-OUR LADY STAR OF SEA	2
1 DORLEN RD-BELLTOWN FIRE	1
1 CHESTNUT HILL RD -CHESTNUT HILL PARK	1

9	IROQUOIS RD WEST BEACH LIFE GUARD	1
100	GREYROCK PL-PARKING AUTH	1
100	BRIDGE ST	2
105	HARBOR DR-CZECZIK MARINA	1
200	ELMCROFT RD-KOSCIUZKO PARK	1
201	MAGEE AV	1
364	SHIPPAN AV-EAST SIDE FIRE	2
369	WASHINGTON BLVD	2
370	W MAIN ST-POLICE SUB STATION	1
378	SHIPPAN AV	1
678	PACIFIC ST-SOUTH END FIRE	1
749	ATLANTIC ST-SB STATION	1
1070	HOPE STREET	1
110	HAIG AVE	1
111	HARBORVIEW AVE	1
1125	COVE ROAD	10
120	HENRY STREET	1
148	MAGEE AVE	1
150	ATLANTIC	1
181	HARBOR DRIVE	2
198	SELLECK STREET	2
21	WEST MAIN ST	1
270	STILLWATER AVE	1
278	STRAWBERRY HILL AVE	2
637	SHIPPAN AVE	1
82	FAIRFIELD AVE	2
		303

PRI Addresses	Site	Quantity
888 Washington Blvd	City	2
805 Bedford St	City	1
<b>Total</b>		<b>3</b>

**Exhibit B**

**Stamford Public Schools Centrex Stations:**

<b>Address</b>		<b>Quantity</b>
888	WASHINGTON BLVD	84
381	HIGH RIDGE RD	67
125	ROXBURY RD-WESTHILL HS-& 614-7100-7437	44
55	STRAWBERRY HILL AV-STAMFORD HS	35
200	STRAWBERRY HILL AVE	14
641	SCOFIELDTOWN RD-614-7437	25
412	STILLWATER RD-WESTOVER SCHL-977-4000	20
19	HORTON ST-MURPHY ES-977-4000	19
398	GLENBROOK RD-STARK ES	18
800	STILLWATER RD-STILLMEADOW ES-977-4000	17
1127	HOPE ST-SPRINGDALE ES-614-7437	17
51	TOMS RD-DOLAN MS	17
11	W NORTH ST-CLOONAN MS-977-4000	16
82	SCOFIELDTOWN RD-614-7437	16
345	PEPPER RIDGE RD NEWFIELD ES & 614-7437	15
751	WESTHILL RD-ROXBURY ES&-614-7437	15
117	VINE RD-TURN OF RIVER HS-614-7437	15
1300	NEWFIELD AV-DAVENPORT RIDGE ES-614-7437	14
61	ADAMS AV-HART ES-977-4000	14
411	HIGH RIDGE RD	14
123	RIDGEWOOD AV-TOQUAM ES	14
369	WASHINGTON RD-STARK ES	13
83	LOCKWOOD AV-ROGERS ES	9
412	STILLWATER RD-WESTOVER SCHOOL	7
	BRIDGE ST-WRIGHT STREP PROGRAM	7
90	FAIRFIELD AV-YERWOOD CTR	3
61	ADAMS AV-HART ES	1
		<b>506</b>

<b>PRI Addresses</b>	<b>Site</b>	<b>Quantity</b>
888 Washington Blvd	BOE	2
125 Roxbury Rd	BOE	1
55 Strawberry Hill	BOE	1
411 High Ridge Road	BOE	1
<b>Total</b>		<b>5</b>

**Exhibit C**

**City of Stamford:**

**Annual Estimated Minutes of Long Distance Usage**

**472,000 minutes of usage per year**

**Stamford Public Schools:**

**Annual Estimated Minutes of Long Distance Usage**

**315,000 minutes of usage per year**

**Exhibit D  
Insurance Requirements**

**Insurance Provision – Local and Long Distance  
Telecommunications Services**

**INSURANCE requirements: The Contractor shall maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford and Stamford Public Schools, the Board of Education and their respective officers, directors, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may be related to the work or services to be provided hereunder, in such amounts and types as the risk management department of the City of Stamford and Stamford Public Schools shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford and Stamford Public Schools, the Board of Education and their respective directors, officers agents and employees.**

The Contractor shall maintain the following insurance coverages:

- Commercial general liability insurance in an amount of **\$1,000,000** combined single limit per occurrence for bodily injury and property damage and **\$2,000,000** in the aggregate. This insurance shall contain, but not be limited to, contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later, personal injury and advertising liability, broad form property damage coverage and operations liability.
- Commercial automobile liability insurance in an amount of **\$1,000,000** combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to, all owned, non-owned and hired/leased vehicles.
- Excess (umbrella) liability insurance in an amount of **\$4,000,000** per occurrence and in the aggregate. This insurance shall provide additional limits of liability for the commercial general liability, commercial automobile liability and employer's liability coverage.
- Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut.
- Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- All risk property insurance covering tools, supplies and equipment, which are brought to the work sites, but are not intended to become part of the temporary construction requirements or part of the permanent structures, buildings or improvements. This insurance shall cover the equipment, supplies and materials on a replacement cost basis.

(1) General requirements. All policies shall include the following provisions:

**Cancellation notice—All such insurance policies required hereunder shall contain not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage to be given to the City of Stamford and Stamford Public Schools at: Risk Manager, City of Stamford and Stamford Public Schools, 888 Washington Blvd, Stamford, CT 06904-2152.**

**Certificates of Insurance—All policies shall be evidenced by an original certificate of insurance delivered to the City of Stamford and Stamford Public Schools and authorized**

**and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City of Stamford and Stamford Public Schools prior to any work or other activity commencing under this Contract.**

**The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and Stamford Public Schools and its employees, agents and officers. All insurance required hereunder shall be endorsed to provide for waivers of subrogation against the City of Stamford and Stamford Public Schools and its employees, agents and officers.**

**Insurance provision - local and long distance telecommunications services.doc All such insurance required to be maintained by the Contractor shall be primary insurance, not excess or contributory, with any insurance maintained by or on behalf of the City of Stamford and Stamford Public Schools. The existence of insurance maintained by the Contractor shall not serve to limit in any way the liability of the Contract with respect to any work or services provided by the Contractor to the City of Stamford and Stamford Public Schools under this Contract.**

**Additional insured—The Contractor and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City of Stamford and Stamford Public Schools and its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City of Stamford and Stamford Public Schools, as their interest may appear. The undersigned shall submit to the City of Stamford and Stamford Public Schools upon commencements of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A - 12 financial ratings acceptable to the City of Stamford and Stamford Public Schools. Such certificates shall designate the City of Stamford and Stamford Public Schools in the following form and manner:**

**"The City of Stamford and Stamford Public Schools and its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA.**

**Attention: Risk Manager**

AFFORD.		CERTIFICATE OF INSURANCE		EXHIBIT E		
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number			COMPANY A	Name of Insurance Company		
			COMPANY B	Name of Insurance Company		
			COMPANY C	Name of Insurance Company		
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	OWNERS & CONT PROT Contractual Liability, Broad Form Property Damage, Broad form property damage and X.C.U coverage				EACH OCCURRENCE	\$1,000,000
X	Broad form property damage				FIRE DAMAGE (Any one fire)	
					Each claim / incident	\$2,000,000
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT	\$1,000,000
	X ANY AUTO				BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRER AUTOS					
	NON-OWNED AUTOS					
<b>GARAGE LIABILITY</b>					AUTO ONLY - EACH ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$4,000,000
	UMBRELLA FORM				AGGREGATE	\$4,000,000
	OTHER THAN UMBRELLA FORM					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X STATUTORY LIMITS	\$
	EMPLOYERS' LIABILITY				EACH ACCIDENT	\$500,000
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:	X	INCL.		DISEASE - POLICY LIMIT	\$500,000
			EXCL.		DISEASE - EACH EMPLOYEE	\$500,000
C	All risk property insurance underwritten on replacement cost.	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Replacement cost for equipment, materials and supplies.	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>						
City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. Waivers of subrogation in favor of City of Stamford and its employees, agents and officers. All insurance required hereunder are primary, non excess or contributory, to any insurance maintained by or on behalf of City of Stamford.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
City of Stamford 888 Washington Boulevard Stamford, CT 06853			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			



**Appendix 1  
References**

**CLIENT/COMPANY NAME:** \_\_\_\_\_

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

**CONTACT PERSON/PHONE NUMBER:** \_\_\_\_\_

**DATE OF INSTALL/RELATIONSHIP:** \_\_\_\_\_ **NUMBER OF EMPLOYEES:** \_\_\_\_\_

**NUMBER OF LOCATIONS:** \_\_\_\_\_ **MUNICIPALITY?** \_\_\_\_\_

**CLIENT/COMPANY NAME:** \_\_\_\_\_

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

**CONTACT PERSON/PHONE NUMBER:** \_\_\_\_\_

**DATE OF INSTALL/RELATIONSHIP:** \_\_\_\_\_ **NUMBER OF EMPLOYEES:** \_\_\_\_\_

**NUMBER OF LOCATIONS:** \_\_\_\_\_ **MUNICIPALITY?** \_\_\_\_\_

**CLIENT/COMPANY NAME:** \_\_\_\_\_

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

**CONTACT PERSON/PHONE NUMBER:** \_\_\_\_\_

**DATE OF INSTALL/RELATIONSHIP:** \_\_\_\_\_ **NUMBER OF EMPLOYEES:** \_\_\_\_\_

**NUMBER OF LOCATIONS:** \_\_\_\_\_ **MUNICIPALITY?** \_\_\_\_\_

**CLIENT/COMPANY NAME:** \_\_\_\_\_

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

**CONTACT PERSON/PHONE NUMBER:** \_\_\_\_\_

**DATE OF INSTALL/RELATIONSHIP:** \_\_\_\_\_ **NUMBER OF EMPLOYEES:** \_\_\_\_\_

**NUMBER OF LOCATIONS:** \_\_\_\_\_ **MUNICIPALITY?** \_\_\_\_\_



**Appendix 3**  
**Pricing Model - Local Services**

<b>Local Services – City of Stamford</b>	<b>Qty</b>	<b>Unit</b>	<b>Install Cost</b>	<b>Install Interval</b>
Local – Centrex line				
Local - Flat Bus. Line				
Reserved TNs				
DID Trunks (associated w/DCOSS)				
DCOSS Common Equipment				
DCOSS Cable Complement				
DCOSS System Maintenance				
Caller ID				
FCC Sub Line Charges				
LNP Line Charge				
PICC Charge				
PRI Access				
Caller ID /PRI Access				
Local # Portability				
Long Distance-Intralata/per min				
Long Distance-Intrastate/per min				
Long Distance- Interstate/per min				
Long Distance-International/per min				
Toll Free				

One Time: \$ \_\_\_\_\_

<b>Vendor's Authorized Representative:</b> _____ <div style="text-align: center;"><i>Please print clearly</i></div>
<b>Vendor's Authorized Representative:</b> _____ <div style="text-align: center;"><i>Signature</i></div>
<b>Vendor's SPIN:</b> _____

**Appendix 3(cont)**  
**Pricing Model - Local Services**

<b>Local Services – Public Schools</b>	<b>Qty</b>	<b>Unit</b>	<b>Install Cost</b>	<b>Install Interval</b>
Local – Centrex line				
Local - Flat Bus. Line				
Reserved TNs				
DID Trunks (associated w/DCOSS)				
DCOSS Common Equipment				
DCOSS Cable Complement				
DCOSS System Maintenance				
Caller ID				
FCC Sub Line Charges				
LNP Line Charge				
PICC Charge				
PRI Access				
Caller ID /PRI Access				
Local # Portability				
Long Distance-Intralata/per min				
Long Distance-Intrastate/per min				
Long Distance- Interstate/per min				
Long Distance-International/per min				
Toll Free				

**Total One Time:**     \$ \_\_\_\_\_

<b>Vendor's Authorized Representative:</b>	<i>Please print clearly</i>
<b>Vendor's Authorized Representative:</b>	<i>Signature</i>
<b>Vendor's SPIN:</b>	

**Exhibit D  
Insurance Requirements**

**Insurance Provision – Local and Long Distance  
Telecommunications Services**

**INSURANCE requirements:** The Contractor shall maintain such paid-up insurance as will adequately protect the Contractor and the City of Stamford and Stamford Public Schools, the Board of Education and their respective officers, directors, agents and employees from damages for personal injury (including death) and/or property damage, which may arise from or which may be related to the work or services to be provided hereunder, in such amounts and types as the risk management department of the City of Stamford and Stamford Public Schools shall deem reasonably necessary to adequately protect the Contractor, the City of Stamford and Stamford Public Schools, the Board of Education and their respective directors, officers agents and employees.

The Contractor shall maintain the following insurance coverages:

- Commercial general liability insurance in an amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall contain, but not be limited to contractual liability insurance, which covers any indemnities contained in this contract, products liability and completed operations coverage, which shall be maintained for a period of not less than three (3) years following termination of the work or services to be provided by the Contractor or termination of the Contract, whichever is later. personal injury and advertising liability, broad form property damage coverage and operations liability
- Commercial automobile liability insurance in an amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall cover, but not be limited to all owned, non-owned and hired/leased vehicles
- Excess (umbrella) liability insurance in an amount of \$4,000,000 per occurrence and in the aggregate. This insurance shall provide additional limits of liability for the commercial general liability, commercial automobile liability and employer's liability coverage.
- Workers' compensation insurance, which complies with all the workers' compensation laws and regulations of the State of Connecticut
- Employer's liability insurance, which contains minimum limits of liability of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee
- All risk property insurance covering tools supplies and equipment: which are brought to the work sites, but are not intended to become part of the temporary construction requirements or part of the permanent structures, buildings or improvements. This insurance shall cover the equipment supplies and materials on a replacement cost basis

(1) General requirements All policies shall include the following provisions.

**Cancellation notice**—All such insurance policies required hereunder shall contain not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage to be given to the City of Stamford and Stamford Public Schools at: Risk Manager City of Stamford and Stamford Public Schools, 888 Washington Blvd. Stamford, CT 06904-2152.

**Certificates of Insurance**—All policies shall be evidenced by an original certificate of insurance delivered to the City of Stamford and Stamford Public Schools and authorized

and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City of Stamford and Stamford Public Schools prior to any work or other activity commencing under this Contract.

The Contractor agrees to waive any right of any claim, loss or damage against the City of Stamford and Stamford Public Schools and its employees, agents and officers. All insurance required hereunder shall be endorsed to provide for waivers of subrogation against the City of Stamford and Stamford Public Schools and its employees, agents and officers.

Insurance provision - local and long distance telecommunications services.doc  
All such insurance required to be maintained by the Contractor shall be primary insurance not excess or contributory, with any insurance maintained by or on behalf of the City of Stamford and Stamford Public Schools. The existence of insurance maintained by the Contractor shall not serve to limit in any way the liability of the Contract with respect to any work or services provided by the Contractor to the City of Stamford and Stamford Public Schools under this Contract.

Additional insured—The Contractor and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City of Stamford and Stamford Public Schools and its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City of Stamford and Stamford Public Schools, as their interest may appear. The undersigned shall submit to the City of Stamford and Stamford Public Schools upon commencements of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A - 12 financial ratings acceptable to the City of Stamford and Stamford Public Schools. Such certificates shall designate the City of Stamford and Stamford Public Schools in the following form and manner

The City of Stamford and Stamford Public Schools and its elected officials, officers, department heads, employees, agents, servants, successors and assigns AT:MA

Attention: Risk Manager

APR 1988

CERTIFICATE OF INSURANCE

EXHIBIT E

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS FOR THE FULL TERM OF POLICY. THIS CERTIFICATE DOES NOT EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

INSURED: Full Name of Named Insured, Street Address, City, State Zip Code, Telephone Number / Facsimile Number. COVERS: Name of Named Insured, Name of Insurance Company, Telephone Number / Facsimile Number.

THIS POLICY IS NOT VALID UNLESS IT IS ISSUED TO THE INSURED AND MUST BE SIGNED BY THE INSURED AND MUST BE SIGNED BY THE INSURED AND MUST BE SIGNED BY THE INSURED.

Table with 3 columns: Description of Coverage, Amount, and Limit. Includes categories like General Liability, Automobile Liability, and Broad Form Property Damage.

Main table with 4 columns: Description of Operations, Amount, Limit, and Replacement Cost. Includes categories like All risk property insurance, Excess Liability, and Garage Liability.

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. It covers of subcontractors in favor of City of Stamford and its employees, agents and officers. All insurance required hereunder are primary, non excess or contributory, to any insurance maintained by or on behalf of City of Stamford.

CITY OF STAMFORD 888 Washington Boulevard Stamford, CT 06853