

## **Internet Access Services Request for Proposal**

### **A. INTRODUCTION**

Clinton Community College is requesting proposals to provide the College with transport and internet access for 200Mbit/sec of commodity internet bandwidth delivered to the 2nd floor of the George Moore Academic Building at 136 Clinton Point Drive.

### **B. GENERAL OVERVIEW AND INFORMATION TO BIDDERS**

#### Code Compliance

Work must comply with all applicable NY State and Federal buildings codes, to include National Electric Code (NEC), Americans with Disabilities Act (ADA), National Fire protection Association (NFPA).

#### Schedule

The successful bidder will work with the IT Director to establish a schedule installation. Installation must not conflict with events planned at the college. Work must be completed no later than July 31, 2020.

#### Method of Payment

Clinton Community College will pay thirty days from the date of invoice upon satisfactory completion of all work. The College is a tax-exempt organization. If required the college will provide a tax-exempt letter to the contractor.

#### Executory Clause

The college shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

#### Non-Assignment Clause

This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the college and any attempts to assign the contract without the college's written consent are null and void.

#### Non-Discrimination Requirements

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with

Section 239 thereof, contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

#### Non-Collusive Bidding Requirement

If this contract was awarded based upon the submission of bids, contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, an authorized and responsible person executed and delivered to the College a non-collusive bidding certification on contractor's behalf.

#### Governing Law

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires.

#### Insurance

Bidders are required to provide evidence of insurance meeting the attached general insurance requirements of Clinton Community College.

#### Indemnification

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the college, including its officers, trustees, agents, students and employees, from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of the work, provided that any such claim is caused in whole or in part by any act or omission of the contractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by the college or a party indemnified hereunder.

#### Exceptions

Any exceptions to this contract must be taken in writing.

### Written proposal

Bidders are required to provide a written quote that covers all aspects of the project, site preparation, labor and material. The quote must reflect a fixed cost for all work.

## **C. TECHNICAL SPECIFICATIONS**

In submitting this bid, bidder represents, as set forth in the agreement, that:

1. Bidder has examined and carefully studied the work to be done.
2. Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work. Site visits to be scheduled through IT Department at (518) 562-4261.
3. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the work.

### **1. Project Description**

#### **1.1. Scope**

- A. Provide Clinton Community College with transport and Internet access for 200Mbit/sec of commodity Internet bandwidth delivered to the 2nd floor telecom room of the George Moore Academic Building on fiber optic cable.
- B. Announce and route existing 1Pv4 address space used by Clinton Community College.
- C. Credit the college for use of existing fiber cable between the Forrence and Stafford Buildings.

#### **1.2. Addenda, Errors, and Omissions**

- A. Should there be a conflict between the written narrative and drawings, the narrative will take precedence.
- B. Should any bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, the bidder shall notify the purchasing department and obtain clarification prior to proposal submission. Interpretations that change the terms, conditions or specifications will be made in the form of an addendum.

## **2. Qualifications**

### **2.1. Contractor Qualifications**

- A. Bidder will provide references of at least two customers with large bandwidth requirements (eg: 200Mbit/sec or greater) and one local reference connecting to the same POP bidder is proposing for Clinton Community College.
- B. Bidder shall have an established network, infrastructure, and capacity for 200Mbit/sec and at least 400Mbit/sec for future needs.
- C. Bidders must provide Internet Access services as a Tier 1 or Tier 2 provider

directly or interfaced directly to a Tier 1 or Tier 2 provider. Bidders must describe in their proposal how their network infrastructure connects to Tier 1 provider(s).

- D. Bidder will have a fiber optic network that peers at two or more different physical locations for redundancy. The primary location will peer as described above.
- E. Bidder will have 24/7 availability for troubleshooting and problem resolution.
- F. The vendor must provide a mechanism for trouble ticket reporting and offer a telephone response time of no greater than thirty (30) minutes and, if necessary, initiate a physical response within one hour with on-site within two hours. Direct contact numbers for top level support engineers will also be provided for use in the event that typical contact channels fail to produce acceptable resolution.

### **3. Contract Term**

- 3.1. The contract period will be for five years from the time of award.
- 3.2. During the contract period, Clinton Community College reserves the option to buy more bandwidth in 50Mbit/sec blocks at the same per megabit cost as the first 200Mbit/sec up to 400Mbit/sec of total bandwidth.

### **4. Project Coordination**

- 4.1. The Clinton Community College network administrator or designee will coordinate installation, activation, and switchover to the new circuit.

### **5. Service Level Agreement**

- 5.1. Bidders must provide an SLA for all Internet and hosting services with the following as a minimum performance levels.
  - A. On-Net % Availability-100%
  - B. On-Net Availability Credits - one day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from bidders.
  - C. Off-Net Network % Availability-100% readability/availability via connection to bidders tier I (one) Internet Service Provider(s) (ISPs)
  - D. Off-Net Network Availability Credits - one day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.
  - E. On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core
  - F. On-Net Latency Credits- A credit of one day's service fee for each full m sec over
  - G. Off-Net Latency Maximum - Less than 60ms round-trip monthly

network wide average to Tier one providers

- H. Off-Net Latency Credits- A credit of one day's service fee for each full m sec over
- I. On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period
- J. On-Net Packet-Loss Credits- A credit of one day's service fee for each full percentage over
- K. Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period
- L. Off-Net Packet-Loss Credits -A credit of one day's service fee for each full percentage over

## **6. Network Maintenance**

- 6.1. Network maintenance will be scheduled 48 hours in advance unless agreed upon with the Network Administrator or his designee. Maintenance windows will be scheduled during off peak hours, usually 2AM to 6AM.

## **7. Documentation**

- 7.1. All bidders will submit in writing a description of their infrastructure, help desk, network operations center (NOC), and 24/7 support plans.
- 7.2. All bidders will supply at least two references as per the qualifications above.

## **8. Acceptance**

- 8.1. The switchover date is expected to be August 1, 2020, contingent upon any logistical problems arising from Clinton Community College, as well as upon approval from the New York State Comptroller's office.

## **D. IMPLEMENTATION/INSTALLATION**

### Safety

Work will be performed in a safe manner. All fire exits will be free for egress at all times.

All buildings on campus are smoke free.

### Clean up

The work site must be maintained in a clean safe manner throughout the workday and returned to normal service by the end of each workday.

## **E. SPECIFIC BIDDING REQUIREMENTS AND CONDITIONS**

### Site Visit

Each company is encouraged to visit the college and verify field conditions before submitting a bid. Please schedule the visit through IT Department at (518) 562-4261.

### Project Schedule

Date	Activity
July 18, 2020	RFP published and available
August 5, 2020	Bid responses due
August 6, 2020	Contract awarded and Notice to proceed issued

### Bid Response

Completed bid documents must include two copies each of:

- Completed bid pricing sheet including written proposal if desired
- Completed reference sheet
- Completed Authority to do Business in New York State and Non-Collusion
- Statement Concerning Authority to do Business in the State of New York (if necessary)
- Completed Iranian Energy Sector Divestment
- Completed Contractor Insurance Agreement

The period of the contract is from August 1, 2020 to July 31, 2023.

The Board of Trustees reserves the right to reject any and all bids and to waive any informality in any bid. Bid award will be contingent upon funds being available.

Bids are due in the Controller's Office, Room 226 of the main academic building, no later than 4:00PM July 24, 2020. Bids can be mailed to:

Clinton Community College  
Controller's Office  
136 Clinton Point Drive  
Plattsburgh, NY 12901

Bid Dates Corrected 7.23.2020