

CITY OF NEWTON
PURCHASING DEPARTMENT

***CONTRACT FOR THE NEWTON
INFORMATION TECHNOLOGY DEPARTMENT***

REQUEST FOR PROPOSALS:
NETWORK CORE SYSTEM UPGRADE

RFP #25-06

Proposal Due Date: September 5, 2024, at 10:00 a.m.

August 2024
Ruthanne Fuller, Mayor

NEWTON INFORMATION TECHNOLOGY DEPARTMENT
Network Core System Upgrade

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CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #25-06

The City of Newton (City) invites sealed proposals in accordance with M.G.L. c.30B, §6 from proposers for:

NETWORK CORE SYSTEM UPGRADE

Proposals will be received until **10:00 a.m., Thursday, September 5, 2024** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Proposals will not be accepted nor may submitted proposals be corrected, modified or withdrawn after the deadline for proposals. Immediately following the deadline for proposals, a list will be created of all proposer names received which will be posted to the City's website: www.newtonma.gov/bids

Contract Documents will be available online at www.newtonma.gov/bids on **August 15, 2024, after 10:00 a.m.**

There will be no charge for contract documents. Bid surety is not required with this bid.

Award will be made to the most advantageous proposer for services.

Proposers are responsible for downloading proposal specifications from the City of Newton's website at www.newtonma.gov/bids. Proposers are requested to email the City of Newton Purchasing Department (purchasing@newtonma.gov) with their Company Name, Address, Email address, Phone & Facsimile number and Bid # (i.e., #25-06).

The City will enter into a contract with a contractor who will supply specific, itemized equipment as listed in the RFP, ample time for implementation and eight (8) hours of training using Aruba Central regarding setup, day to day use, troubleshooting and maintenance. Contractor will receive a one-time Purchase Order, which shall be subject to the terms of this RFP and the winning proposer's submitted proposal. It is anticipated that the project will be complete **on or before December 1, 2024.**

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal. There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. The price proposals shall be submitted on the Price Proposal Form #25-06 (**Attachment A**), included in this RFP.

All proposals shall be submitted as follows: (i) for the Technical Proposal, ONE (1) ORIGINAL and FIVE (5) COPIES; and (ii) ONE (1) COPY of the Price Proposal. In addition, a digital copy of the Technical Proposal is requested to be provided on a CD or USB stick.

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and to the Minority/Women Owned Business Enterprise Plan from December 1999, all of which are available on the City of Newton Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure it has received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department (purchasing@newtonma.gov) with the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #25-06) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive style with a prominent "N" and "R".

Nicholas Read
Chief Procurement Officer
August 15, 2024

CITY OF NEWTON

PURCHASING DEPARTMENT

INTRODUCTION REQUEST FOR PROPOSAL #25-06

NETWORK CORE SYSTEM UPGRADE

The City of Newton (City), through its Information Technology Department (IT Department) is seeking proposals for a Contractor to upgrade the City's network core critical components. The intent and purpose of this Request for Proposal (RFP) is to establish firm pricing for the exact equipment, components and support as outlined herein.

The City requires the exact items specified in the itemized list of equipment and services contained in this RFP.

The successful Proposer must have significant, proven experience providing comparable replacement overhauls with comparable equipment for other customers with comparable campus requirements as described under Scope of Equipment, Implementation and Training set forth the below.

Additional requirements are set forth in this RFP.

The City is located seven miles west of downtown Boston. It is bordered by the West Roxbury section of Boston on the southeast, the Town of Needham on the southwest, the Towns of Wellesley and Weston on the west, the Cities of Watertown, Waltham and Town of Weston on the north; and the Town of Brookline and the Allston-Brighton sections of Boston on the east. The City has a population of 88,817 (2017) and occupies a land area of 18.33 square miles. The City is principally suburban-residential in character. Unlike many communities that are established around a single Main Street or downtown, Newton is comprised of thirteen distinctive villages – Auburndale; Chestnut Hill; Newton Centre; Newton Corner; Newton Highlands; Newton Lower Falls; Newton Upper Falls; Newtonville; Nonantum; Oak Hill; Thompsonville; Waban; and West Newton. We pride ourselves on being known as “The Garden City” and open space comprises 19.6% of the City's total land area, of which 55% is publicly owned.

Sixty-two buildings are connected via fiber for access to all necessary resources. This RFP looks to replace components at key locations that control the flow of data for and among all buildings.

The Contractor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the handling of the products or services referred to in this RFP.

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for our network core equipment upgrade and services, comparative judgments relating to proposers' background, experience and professional history, in addition to price, will be necessary. The City will therefore select from the proposals received the most advantageous proposal in accordance with M.G.L. c. 30B, §6.

II. SCHEDULE

Proposals shall consist of (i) a **Technical Proposal**, which is fully responsive to the RFP except for the proposer's price and (ii) a **Price Proposal**. The City's Evaluation Committee shall review, evaluate and rate each proposer's Technical Proposal. After the review and when the Evaluation Committee's written evaluations are complete, the City will open Price Proposals. The City will award the contract to the proposer it determines to be the most advantageous.

Key Dates for This Proposal:

August 15, 2024, at 10:00 a.m.

RFP Released

August 30, 2024, at 12:00 p.m.

Proposer Questions Deadline

September 5, 2024, at 10:00 a.m.

Proposal Submittal Date

September 9-13, 2024

Evaluators Review Proposals*

September 20, 2024

Evaluations Completed*

On or Before September 30, 2024

Contract Award*

**Estimated*

It is expected that equipment delivery, installation and configuration will begin within 2 weeks of execution of issuance of the Purchase Order.

III. INSTRUCTIONS TO PROPOSERS

A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, §6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:00 a.m., September 5, 2024.**

A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original and five (5) paper copies; and (ii) one (1) original copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes. One digital copy of the Technical Proposal is required on a CD or USB stick.

Envelopes shall be marked:

“**TECHNICAL PROPOSAL - RFP #25-06 Network Core System Upgrade**” and

“**PRICE PROPOSAL - RFP #25-06 Network Core System Upgrade**”

The Price Proposal shall be in the form attached hereto as **Attachment A** (p. 14 below).

The Technical Proposal shall include a completed and signed Technical Proposal Cover Sheet attached hereto as is **Attachment B** (p. 17 below).

Technical Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the specific page number, which provides the documentation demonstrating Proposer has met each of the criteria listed. Simply stating that you can meet the criteria will not deem your RFP responsive; you must provide documentation that demonstrates your ability to meet the criteria.

Faxed or emailed proposals will not be accepted.

Each Technical Proposal must contain a section for each of the following:

1. Each item in Section III, paragraph E, items 1-11 (pp. 7-8 below),
2. Minimum Criteria (Section VI),
3. Comparative Criteria (Section VII),
4. **Attachments B thru J**, completed and signed as appropriate,
5. Letter of Interest (*see* Section III(E)(2) below), and
6. Company History.

The Technical Proposal shall include examples of comparable projects and resumes of key personnel. Documentation must be contained in each section to prove responsiveness to each requirement. Proposals received without the required documentation for each section may be deemed non-responsive.

B. QUESTIONS/ADDENDA: Inquiries involving procedural or technical matters should be directed in writing, no later than **12:00 noon, August 30, 2024** to:

purchasing@newtonma.gov or

Purchasing Department City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page (**Attachment B**) which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City Purchasing Department by emailing or faxing your company’s: name, address, phone, fax, and email address and include the RFP Number (#25-06) and project title. It is the Contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: www.newtonma.gov/bids

C. EXAMINATION OF DOCUMENTS: Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP documents before submitting a proposal in order that no misunderstanding shall exist regarding the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

D. The City reserves the right to waive any informality in all submitted proposals, and/or to reject any or all submitted proposals, in-whole or in-part if it be in the public interest to do so.

E. Each proposer’s Technical Proposal must include the following information, in addition responses for the Minimum and Comparative Criteria:

1. Completed and signed Transmittal Sheet (**Attachment B**).
2. A Letter of Interest including a brief history of the Contractor and its experience in migrating switch configurations.
3. An organizational chart indicating names and positions, current resumes, summaries of credentials, and the number of years of experience providing networking solutions.
4. Copies of Contractor’s audited financial statements or tax returns signed by the preparer demonstrating the company’s profitability for the three (3) previous fiscal years.
5. A list of all municipalities and comparable campus environments in the northeastern USA for which the Contractor has provided similar services as described in this RFP during the past five years.
6. A minimum of three (3) references (**Attachment C**) from comparable municipalities (preferred) or similar campus environments or other related industries that have hired the Contractor to successfully provide core switch services with recommendations and an implementation plan that meet all the needs of the purchasing entity.
7. If the Contractor has had a contract terminated for default during the past five (5) years, all such actions must be described. “Termination for Default” is defined as notice to stop performance due to the Contractor’s non-performance or unacceptable performance. Describe all previous terminations for default that have occurred during the past five (5) years, including the other party’s name, address, and telephone number. Present the Contractor’s position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past five (5) years.
8. If the Contractor has had a contract in the northeast which ended, and they were not the succeeding Contractor, or not renewed for any reason, had a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such endings, non-renewals and/or terminations, including the name, address, and telephone number of the former clients.

9. Provide a transition plan to include detailed identification of tasks, timelines, and resources required to ensure continuity of our public safety and financial systems. This transition plan must include a detailed transition/start up plan from pre-planning through the implementation.
 - a. The Contractor will comply with all wage/hours employment requirements of federal and state law.
 - b. The Contractor shall comply with all “I-9” federal and state regulations.
 - c. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the Contractor is in compliance.
 - d. It is the responsibility of the Contractor to ensure that all OSHA and Hazardous Communication Act regulations applying to this job are always adhered to.
 - e. The Contractor shall instruct its employees to abide by the policies, rules, and regulations with respect to its use of City premises and adhere to the attached IT Department Vendor Use Policy.
 - f. The City will have the right to require the removal or discharge of Contractor employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental, or moral well-being of staff as determined by the Chief Information Officer, provided the demand to do so is submitted in writing to the Contractor. Actual discharge will be in compliance with all applicable laws for the state and federal government. In the event of the removal or suspension of any such employee, the Contractor shall immediately restructure its staff without disruption in service.
10. Provide an outline of the Contractor’s training program for our network administrators.
11. A signed Certificate of Non-Collusion, as well as a signed Attestation Form (Certificate of Payment of Taxes to the Commonwealth of Massachusetts) must be submitted. Forms are provided for all these submissions in **Attachments D**, and **E** and also listed under Minimum Criteria.

IV. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for submission of proposals, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals, which shall be available for public inspection and available online at www.newtonma.gov/bids. All proposal contents shall remain confidential until the evaluation is final and an award has been made.

The Technical Proposals shall be evaluated by individuals designated by the Chief Information Officer. The individuals shall prepare evaluation sheets based on the Comparative Criteria contained herein.

Upon completion evaluation of the Technical Proposals, the *Chief Procurement Officer* will open the Price Proposals. A contract will be awarded to the responsive and responsible Proposer whose proposal is determined to be the most advantageous, taking into consideration price and evaluative criteria. In accordance with the M.G.L. c.30B, §9, the City reserves the right to reject all proposals, in whole or in part, and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

V. SCOPE OF EQUIPMENT, IMPLEMENTATION AND TRAINING

RFP Equipment List for Network Core System Replacement

Line	Part Number	Description	Manufacturer	Quantity
1	R7J50A	Aruba Access Points	Hewlett Packard Enterprise	70
2	H65L3E	Aruba 5Y FC NBD Exch 8360 12/16/24p SVC [for JL711C]	Hewlett Packard Enterprise	1
3	HR7H9E	Aruba 5Y FC NBD Exch 6405 SVC [for R0X26C]	Hewlett Packard Enterprise	1
4	J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m OM3 MMF Transceiver	Hewlett Packard Enterprise	12
5	J9151E	HPE Aruba Networking 10G SFP+ LC LR 10km SMF Transceiver	Hewlett Packard Enterprise	25
6	JL563B	HPE Aruba Networking 10GBASE-T SFP+ RJ45 30m Cat6A Transceiver	Hewlett Packard Enterprise	6
7	JL711C	HPE Aruba Networking 8360-24XF2C v2 24p 10G SFP+ 2p 100G QSFP28 Back-to-Front 3 Fans 2 AC Bundle	Hewlett Packard Enterprise	1
8	JL711C ABA	INCLUDED: Power Cord - U.S. localization	Hewlett Packard Enterprise	1
9	JL712A	Aruba 8360 550W Power-to-Port 100- 240VAC Power Supply	Hewlett Packard Enterprise	1
10	Q9Y58AAE	Aruba Access Point License	Hewlett Packard Enterprise	64
11	R0X26C	HPE Aruba Networking CX 6405 v2 Switch	Hewlett Packard Enterprise	1
12	R0X31A	HPE Aruba Networking CX 6400 Management Module	Hewlett Packard Enterprise	2
13	R0X35A	HPE Aruba Networking CX 6400 1800W Power Supply with C16 Inlet Accessory	Hewlett Packard Enterprise	4
14	R0X35A B2E	INCLUDED: NEMA 6-20 220V NA Power Cord	Hewlett Packard Enterprise	4
15	R0X39C	HPE Aruba Networking CX 6400 48- port 1GbE Class4 PoE and 4-port SFP56 v2 Module	Hewlett Packard Enterprise	2
16	R0X44C	HPE Aruba Networking CX 6400 48- port 1G/10G/25GbE SFP28 v2 Extended Tables Module	Hewlett Packard Enterprise	1
17	R3K05AAE	HPE Aruba Networking Central Switch Class-5 Foundation 5-year Subscription E-STU	Hewlett Packard Enterprise	1
18	R8L82AAE	HPE Aruba Networking Central Switch Class-4 Foundation 5-year Subscription E-STU	Hewlett Packard Enterprise	1

19		8 Hours, Vendor Discovery and Configuration		
20		8 hours, Vendor Training for Network Administrators		

RFP Criteria for Network Core System Replacement

Can the vendor work off-hours - nights and/or weekends to install new switching hardware?¹

HA	Vendor can work nights and/or weekends to install new switching hardware
A	Vendor can work nights and/or weekends to install new switching hardware at additional cost
NA	Vendor prefers not to work nights and/or weekends.
U	Vendor cannot work nights and/or weekends to install new switching hardware

Vendor Must Acknowledge each of these statements with either a Yes or No response.

1	Vendor works with HPE /Aruba to affect HPE/Aruba extended support agreements.	Yes	No
2	Vendor is an HPE/ Aruba partner.	Yes	No
3	Vendor is located within 40 miles from Newton City Hall.	Yes	No
4	Vendor's technical lead is current with HP Aruba certifications.	Yes	No
5	Vendor acknowledges there are no substitutions for hardware.	Yes	No
6	Vendor acknowledges prompt availability of all products and services.	Yes	No
7	Vendor is prepared to work after normal business hours for final implementation.	Yes	No

A) Specific Requirements

1. Provide deployment services focused on the migration of our existing core switches.
2. Work with and lead the Newton IT Department staff to determine the best approach for the migration and train our IT Staff on the new system.
3. Analyze the current switch configurations and environment to ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and explained.
4. Review security and advice of recommendations.
5. Lead as the broker for all equipment and services.
6. Have current applicable certifications.
7. Assist in the setup and staging of the Admin Console (Aruba Central). Configure new equipment based on Newton's existing setup, contractor observation, and best practices.
8. Lead migration wrap-up support to include training of administrative staff and verifying the integrity of the new system.

¹ Work availability shall be treated as Comparative Criterion for evaluation purposes.

9. Conclude with a Project Close-Out consisting of tips for managing the system post-deployment.

10. This agreement may not be modified, terminated, or discharged orally but only in writing and signed by duly authorized representatives of the parties.

Payment Structure

1. Payment for licenses and services will be as follows:
 - a. 25% of bid at contract signing
 - b. 50% of bid at a mutually agreed upon milestone
 - c. 25% of bid when both parties agree the project has been successfully completed.
2. There will be no change orders during this project unless agreed upon by both the winning Contractor and the City.
3. The work set forth in the Scope of Equipment, Implementation and Training will commence upon acceptance of documents on dates negotiated between the winning City and the Contractor.

VI. MINIMUM CRITERIA

All proposals must have a section in their proposal labeled Minimum Criteria and must provide all necessary documentation as evidence that they meet each of the following Minimum Criteria to be considered for further evaluation. If the proposer has placed its documentation elsewhere in this Technical Proposal, it shall indicate the page number where that documentation can be found within the Technical Proposal. **If documentation or identification of page number is not clearly evident for each criterion, the proposal may be deemed unresponsive.**

1. Technical Proposal Cover Sheet (Attachment B)
2. Bidder's Qualifications & Reference Form (Attachment C), 2 pages
3. Certificate of Non-Collusion (Attachment D), 1 page
4. Certification of Tax Compliance (Attachment E), 1 page
5. Certificate of Foreign Corporation (if applicable)(Attachment F), 1 page
6. Debarment Letter (Attachment G), 1 page
7. IRS Form W-9 (Attachment H), 1 page
8. Business Category Information Form (Attachment I), 1 page
9. Certificate of Authority (Attachment J), 1 page

VII. EVALUATION COMPARATIVE CRITERIA

The evaluation of each proposal for the network core system replacement will be based upon the Comparative Criteria set forth in this section. Proposals which meet or exceed the Minimum Criteria will be evaluated and rated based on the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation to verify a response.

The Evaluation Committee will assign ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA), or Unacceptable (U) to each criterion. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

The Comparative Criteria are as follows:

1. Experience Converting Layer 2 and Layer 3 protocols from Comware to Aruba OS

The proposer must demonstrate experience in comparable situations.

Highly Advantageous: Greater than 10 years of experience with a proven track record of successful implementations.

Advantageous: Greater than 5 years of experience with a proven track record of successful implementations.

Not Advantageous: Greater than 3 years of experience with a proven track record of successful implementations.

Unacceptable: The proposer has less than 3 years' experience.

2. Experience with Aruba OS Version 8.12.x.x and Aruba Central installations

Proposer must demonstrate experience in successfully installing, configuring and managing the software components involved in the project, primarily, Aruba OS and Aruba Central, we do expect that other software tools will be relied upon as needed as part of a successful implementation.

Highly Advantageous: Proposer has greater than ten (10) years' experience with Aruba OS version 8.12.x.x and Aruba Central installation in the Commonwealth of Massachusetts

Advantageous: Proposer has greater than five (5) years' experience with Aruba OS version 8.12.x.x and Aruba Central installation in the Commonwealth of Massachusetts.

Not Advantageous: Proposer has greater than three (3) years' experience with Aruba OS version 8.12.x.x and Aruba Central installation in the Commonwealth of Massachusetts.

Unacceptable: Proposer has less than three (3) years' experience with Aruba OS version 8.12.x.x and Aruba Central installation in the Commonwealth of Massachusetts.

3. Experience (integrating IOT devices into Aruba Central)

Proposer will demonstrate experience integrating IOT devices into Aruba Central.

Highly Advantageous: Proposer has greater than ten (10) years' experience integrating IOT devices into Aruba Central in the Commonwealth of Massachusetts.

Advantageous: Proposer has greater than five (5) years' have experience integrating IOT devices into Aruba Central in the Commonwealth of Massachusetts.

Not Advantageous: Proposer has greater than three (3) years' have experience integrating IOT devices into Aruba Central in the Commonwealth of Massachusetts.

Unacceptable: Proposer has less than three (3) years' have experience integrating IOT devices into Aruba Central in the Commonwealth of Massachusetts.

4. Experience (VMWare in an HPE Switching environment)

Proposer will demonstrate experience working with VMWare in an HPE Switching environment

Highly Advantageous: The proposer has greater than ten (10) years' experience in VMware integration into HPE/Aruba switching.

Advantageous: The proposer has greater than five (5) years' experience in VMware integration into HPE/Aruba switching.

Not Advantageous: The proposer has greater than three (3) years' experience in VMware integration into HPE/Aruba switching.

Unacceptable: The proposer has less than three (3) years' experience in VMware integration into HPE/Aruba switching.

5. Experience (Aruba Central and managing the Aruba OS)

Proposer will document a proven track record training groups in productively using Aruba Central and managing the Aruba OS.

Highly Advantageous: The proposer has greater than ten (10) years' experience training IT staff in Aruba OS and Aruba Central.

Advantageous: The proposer has greater than five (5) years' experience training IT staff in Aruba OS and Aruba Central.

Not Advantageous: The proposer has greater than three (3) years' experience training IT staff in Aruba OS and Aruba Central.

Unacceptable: The proposer has less than three (3) years' experience training IT staff in Aruba OS and Aruba Central.

6. Experience (Cisco Firewall integrations into HPE/Aruba switching)

Proposer will document a proven track record working with Cisco Firewall integrations into HPE/Aruba switching

Highly Advantageous: The proposer has greater than ten (10) years' experience in Cisco Firewall integration into HPE/ Aruba switching.

Advantageous: The proposer has greater than five (5) years' experience in Cisco Firewall integration into HPE/ Aruba switching.

Not Advantageous: The proposer has greater than three (3) years' experience in Cisco Firewall integration into HPE/ Aruba switching.

Unacceptable: The proposer has less than three (3) years' experience in Cisco Firewall integration into HPE/ Aruba switching.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The Technical Proposals will be evaluated and rated. The contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

Any proposers who submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for 90 days after the deadline for submission of proposals.

In evaluating proposals, the City will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract.

IX. PROPOSAL SUBMISSION REQUIREMENTS SUMMARY

- Price Proposal.** Proposer must include its Price Proposal (**Attachment A**) in a separate, sealed envelope from the Technical Proposal. This completed Price Proposal form shall be signed by an authorized representative of the Proposer.
- Technical Proposal.** Proposer's Technical Proposal shall be signed by a duly authorized representative of the Proposer and submitted with **Attachment B** cover sheet, attached hereto. The Technical Proposal shall include narrative descriptions for Comparative Criteria contained in Section VII, as well as all other information (other than price) requested in this RFP. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the Proposer at the bottom.
- Addenda.** Addenda, if any, will be emailed to every individual or firm on record. If you have downloaded the RFP from the internet, you must make your company known to the City Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#25-06) to assure that you will receive notice of any addenda. It is the Contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Addenda will be posted on the City's website at www.newtonma.gov/bids.

ATTACHMENT A

**NETWORK CORE SYSTEM UPGRADE
PRICE PROPOSAL**

This form must be completed and placed in a separate sealed envelope marked as below:

RFP #25-06 NETWORK CORE SYSTEM UPGRADE

The Price Proposal must be submitted without “conditions or exceptions” and must be submitted **under separate cover and in a sealed envelope**.

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled: Bidders shall submit on the Bid Form in the Project Manual a unit price for Network Core System Equipment listed. The contract price shall include delivery of all materials, labor charges for installation, equipment, overhead, profit, travel costs and other charges as per the specifications included in the RFP.

B. The proposer acknowledges addenda number(s) _____, _____, _____, _____, _____

C. The contract price(s) will be the GRAND TOTAL set forth in the attached ITEM SHEETS at pp. 15-16.

BID TOTAL (Grand Total From Item Sheets Items 01 through 20) \$ _____

Dollars

(BID TOTAL in words)

Name (Print): _____ Signature: _____

Company: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Fax: _____

Email: _____

Item Sheets

Line	Part Number	Description	Manufacturer	Quantity	Ind. Price	Total
1	R7J50A	Aruba Access Points	Hewlett Packard Enterprise	64		
2	H65L3E	Aruba 5Y FC NBD Exch 8360 12/16/24p SVC [for JL711C]	Hewlett Packard Enterprise	1		
3	HR7H9E	Aruba 5Y FC NBD Exch 6405 SVC [for R0X26C]	Hewlett Packard Enterprise	1		
4	J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m OM3 MMF Transceiver	Hewlett Packard Enterprise	12		
5	J9151E	HPE Aruba Networking 10G SFP+ LC LR 10km SMF Transceiver	Hewlett Packard Enterprise	25		
6	JL563B	HPE Aruba Networking 10GBASE-T SFP+ RJ45 30m Cat6A Transceiver	Hewlett Packard Enterprise	6		
7	JL711C	HPE Aruba Networking 8360-24XF2C v2 24p 10G SFP+ 2p 100G QSFP28 Back-to-Front 3 Fans 2 AC Bundle	Hewlett Packard Enterprise	1		
8	JL711C ABA	INCLUDED: Power Cord - U.S. localization	Hewlett Packard Enterprise	1		
9	JL712A	Aruba 8360 550W Power-to-Port 100-240VAC Power Supply	Hewlett Packard Enterprise	1		
10	Q9Y58AAE	Aruba Access Point License	Hewlett Packard Enterprise	64		
11	R0X26C	HPE Aruba Networking CX 6405 v2 Switch	Hewlett Packard Enterprise	1		
12	R0X31A	HPE Aruba Networking CX 6400 Management Module	Hewlett Packard Enterprise	2		
13	R0X35A	HPE Aruba Networking CX 6400 1800W Power Supply with C16 Inlet Accessory	Hewlett Packard Enterprise	4		

14	R0X35A B2E	INCLUDED: NEMA 6-20 220V NA Power Cord	Hewlett Packard Enterprise	4		
15	R0X39C	HPE Aruba Networking CX 6400 48-port 1GbE Class4 PoE and 4-port SFP56 v2 Module	Hewlett Packard Enterprise	2		
16	R0X44C	HPE Aruba Networking CX 6400 48-port 1G/10G/25GbE SFP28 v2 Extended Tables Module	Hewlett Packard Enterprise	1		
17	R3K05AAE	HPE Aruba Networking Central Switch Class-5 Foundation 5-year Subscription E-STU	Hewlett Packard Enterprise	1		
18	R8L82AAE	HPE Aruba Networking Central Switch Class-4 Foundation 5-year Subscription E-STU	Hewlett Packard Enterprise	1		
19	No Part Number	Vendor Discovery, Configuration and Implementation				
20	No Part Number	8 hours, Vendor Training for Network Administrators				

GRAND TOTAL FOR LINES 01 – 20 \$ _____

(Enter total here and on C. of Price Proposal)

Additional Price Proposal Information:

END OF SECTION

ATTACHMENT B

NETWORK CORE SYSTEM UPGRADE

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a separate sealed envelope marked
“RFP #25-06 – NETWORK CORE SYSTEM REPLACEMENT – TECHNICAL PROPOSAL”

This proposal includes addenda number(s) __, __, __, __,

Name of Proposer: _____

Address: _____

Telephone: _____

Signature of Duly Authorized Representative of Proposer:

Signature: _____

Name: *(Please print clearly)* _____

Title: _____

Dated: _____

ATTACHMENT C

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- *5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- *6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? _____ YES _____ NO
IF YES, WHERE AND WHY?

- *7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- *8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- *9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT? : _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT? : _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT? : _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

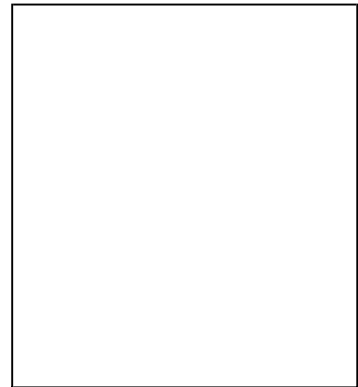
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT G

City of Newton



Mayor

Ruthanne Fuller

PURCHASING DEPARTMENT

NICHOLAS READ  *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue Newton Centre, MA
02459-1449 purchasing@newtonma.gov

Telephone (617) 796-1220
Fax: (617) 796-1227
TDD/TTY (617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #25-06

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

ATTACHMENT H

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific
Instructions on page 2.

Name (as shown)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (S=disregarded entity, C=corporation, P=partner, LLP=limited liability partnership) <input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Name	Date
------------------	--------------------------	------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT I

Business Category Information Form*

IFB No. 25-06

Network Core System Upgrade

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

Company Name: _____

By: _____

Date: _____

ATTACHMENT J

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. _____ corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. _____ is the duly elected _____

(insert the title of the officer in line 2)
4. _____ of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____ (insert **name** from line 2)
(insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____
(Signature of **Clerk or Secretary**)*

*AFFIX CORPORATE
SEAL HERE*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____ (insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City

shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence
\$1,000,000 aggregate
Property Damage \$500,000 each occurrence
\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person
\$1,000,000 aggregate
Property Damage \$300,000 each occurrence
\$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

IT-80 City of Newton Policy for Acceptable Use of Resources by Third Parties and Vendors

Last updated: August 14, 2024

I. PURPOSE

All third parties shall use City of Newton IT resources in accordance with all other applicable City policies, standards, and procedures. All third parties shall meet the expectations set forth in this policy as well as the City of Newton Telecommunications Policy and the City of Newton Data Security Policy.

II. DEFINITIONS

Please refer to City of Newton Telecommunication Policy “IT-10 Telecommunication Policy” and definitions and terms master document “Master List of Information Technology Policy Definitions for Use in All Policies.”

III. SCOPE

Resources shall not be used:

For any unlawful purpose;

For any purpose detrimental to the City of Newton or its interests;

For personal financial gain;

In any way that undermines or interferes with access to or use of City of Newton IT resources for official City of Newton purposes;

In any way that hinders productivity, efficiency, customer service, or interferes with a City of Newton IT user’s performance of his/her official job duties;

Third parties shall maintain the confidentiality of resources (e.g., business information, personal information, and confidential information).

No third party shall use City of Newton information or data in any means not previously agreed upon between the third party and the City of Newton.

As a City of Newton third party, the following expectations must be met:

No third party shall connect any type of device such as, but not limited to, laptops, tablets, printers, USB drives, streaming video devices or wireless access equipment without first having an inspection of said equipment performed by the Information Technology Department. The IT Department reserves the right to refuse access if this inspection discovers any issues that could lead to the detriment of our resources. The IT Department expects ample notice of intent to connect so that testing may be done in a controlled setting.

Computer crimes: Third parties shall immediately report to the Information Technology staff any

suspected misuse or crimes relating to City of Newton IT resources or otherwise.

No Expectation of Privacy: Third parties must not expect any right to privacy concerning their activities related to City of Newton IT resources, including, without limitation, in anything created, stored, sent, or received using IT resources. There is no expectation to any right to privacy includes, for example, that my access and use of City of Newton IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

Activities related to City of Newton IT resources (e.g., e-mail, instant messaging, blogs, electronic files, City of Newton Internet services, and City of Newton systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time.

Third parties shall not either intentionally, or through negligence, damage, interfere with the operation of City of Newton IT resources. Third parties shall neither, prevent authorized access, nor enable unauthorized access to City of Newton IT resources. City of Newton electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using City of Newton electronic communications systems/applications/services are the property of the City of Newton.

City of Newton IT security incident reporting: Third parties shall notify the City of Newton Department's Help Desk and/or Chief Information Officer as soon as they have a concern, question, or suspicion about a City of Newton IT security incident.

Security access controls: Third parties shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to City of Newton IT resources and any related restricted work areas and facilities.

Passwords: Third parties shall not keep or maintain any unsecured record of password(s) to access City of Newton IT resources, whether on paper, in an electronic file, or otherwise. Third parties shall comply with all City of Newton and City of Newton Department policies relating to passwords. Third parties shall immediately report to management any compromise or suspected compromise of passwords and have the password(s) changed immediately. Third parties shall not share computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).

Confidentiality: Third parties shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.

Computer virus and other malicious devices: Third parties shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any City of Newton IT resources. Third parties shall not use City of Newton IT resources to intentionally introduce any malicious device into any City of Newton IT resources or any non-City of Newton IT systems or networks. Third parties shall not disable, modify, or delete computer security software

(e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on IT resources. Third parties must notify the City of Newton Department's Help Desk and/or Chief Information Officer as soon as any item of IT resources is suspected of being compromised by a malicious device.

Offensive materials and Internet access: Please refer to the City of Newton Telecommunications Policy "IT-10 Telecommunication Policy"

Internet storage sites: Third parties shall not store City of Newton information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with (City of Newton)'s policies, standards, and procedures.

Copyrighted and other proprietary materials: Third parties shall not copy or otherwise use any copyrighted or other proprietary City of Newton IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated City of Newton Department management. Third parties shall not use City of Newton IT resources to infringe on copyrighted material.

Disciplinary action and other actions and penalties for non-compliance: Third parties understand that non-compliance with any provision of this policy may result in disciplinary action, non-payment of contract and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that City of Newton may seek all possible legal redress.

This policy supersedes any other policy that may be contained in contracts with third-parties or vendors unless expressly designated otherwise.

This policy will be reviewed annually by the Information Technology Department.