



TOWN OF BRISTOL
230 Lake Street, Bristol, NH 03222

Request for Proposals

Town of Bristol, New Hampshire

Fiber Optic Network Design, Engineering, and Permitting

November 2, 2018

Section 1. General Information

A. Objective

The Town of Bristol seeks proposals from qualified respondents to architect, design, engineer, permit, and program manage the acquisition of equipment and its deployment, in an approximate three-mile, middle mile fiber optic network (FON). The selected firm will also be expected to work with the rest of the Town's team, including the selected consultants for legal, construction, and the bandwidth provisioning/operational validation/management.

The FON will be owned by the Town and will be capable of high-speed internet (ranging from 1 gigabit/sec (gbs) to 10 gbs with low latency, in support of application that include voice, data, video, network backups, cellular service, robotics, telemedicine and other needs. It will connect nine municipal buildings, potentially other municipal assets (security cameras), and eventually (not in this contract time frame), be available for businesses and residents to tie into. During this project deployment, the network will leverage private investment from cell carriers. It is expected that the network will facilitate workforce development, create and retain jobs, and increase tourism opportunities in the extended Bristol region.

This project will be partially funded with Federal funds from the Northern Border Regional Commission, and therefore is subject to the Federal laws and regulations associated with that program.

B. Questions About and Clarifications of the Request for Proposals

All questions regarding this Request for Proposals (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before December 3, 2018 at 12:00 pm., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be emailed to Bill Dowey at economicdevelopment@townofbristolnh.org.

RFP Process and Compliance questions shall be emailed to Nik Coates at townadmin@townofbristolnh.org.

Should any prospective consultant be in doubt as to the true meaning of any portion of this RFP, or should the consultant find any ambiguity, inconsistency, or omission therein, the consultant shall make a written request for an official interpretation or correction by the due date at questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to the Bids & Proposals section of the Town's website and shall be the consultant's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum

issued by the Town shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. Pre-Proposal Meeting

A pre-proposal meeting will be held November 28, 2018 at 2:00 pm., at the Town Office Building, Downstairs Meeting Room, 230 Lake Street, Bristol, NH 03222.

The meeting is not mandatory; however, it is highly recommended that interested respondents attend. The purpose of this meeting is to discuss the project with prospective respondents and to answer any questions concerning this RFP. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. Proposal Format

To be considered, each firm must submit a response to this RFP using the format provided in Section 3. No other distribution of proposals is to be made by the consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the consultant's ability to meet the requirements of the RFP.

Respondents will not be compensated for their development, submission and potential interviews associated with the RFP response and selection process.

E. Selection Criteria

Responses to this RFP will be evaluated using a point system as shown in Section 39. A selection committee comprised of staff and volunteers from the Town will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the Town will determine top consultants, and open only those fee proposals. The Town will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The Town further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the Town chooses to interview any respondents, the interviews will be tentatively held the week of January 21, 2019. Consultant must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the consultant's response shall be documented and included as part of the final contract.

F. Sealed Proposal Submission

All proposals are due and must be delivered to the Town on or before, January 11, 2019 at 12:00 pm. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope

- one (1) original proposal
- three (3) additional proposal copies
- one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- two (2) copies of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked Bristol Fiber Optic Network Proposal and list the consultant's name and address. Proposals must be addressed and delivered to:

Town of Bristol
Nik Coates, Town Administrator
230 Lake Street
Bristol, NH 03222

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be delivered between the hours of 8:00 am. and 4:00 pm. Monday through Friday, excluding Holidays.

The Town will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the Town.

Proposals that fail all required documentation in complete form upon proposal opening will be deemed non-responsive and will not be considered for award.

Please do not provide any other forms in the separately sealed Fee Proposal envelope.

G. Confidentiality & RFP Ownership

All responses to the RFP will become the property of the Town of Bristol and will not be returned.

New Hampshire State Law (reference NH Revised Statutes Annotated Chapter 91-A, Access to Governmental Records) all materials received or created by the Town of Bristol are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the Town.

NH RSA 91-A requires that public records must be promptly disclosed by the Town upon request unless that NH RSA 91-A or another NH RSA specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in NH RSA 91-A.

If you believe any of the records you are submitting to the Town as part of your informational material are exempt from disclosure, you can request that they not be released before you receive notification. To do so, you must contact Town Administrator Nik Coates. You should very clearly and specifically identify each record and the exemption(s) that may apply.

H. Type of Contract

A sample of the Professional Services Agreement is included as Attachment C. Those who wish to submit a proposal to the Town are required to review the sample agreement carefully. The Town will not entertain changes to its Professional Services Agreement.

The Town reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the Town's sole judgment, the best interests of the Town will be so served.

This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. Cost Liability

The Town of Bristol assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the Town is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, consultant agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

J. Debarment

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Town will be notified of any changes in this status.

K. Proposal Protest

All proposal protests must be in writing and filed with the Town Administrator within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. The Town

Administrator will provide the consultant with the appropriate instructions for filing the protest. The protest shall be reviewed by the Town Administrator, whose decision shall be final.

L. Schedule

The proposals submitted should define an appropriate schedule in accordance with the requirements in Section 2.

The following is the schedule for this RFP process.

Activity	Event Anticipated Date
Pre-Proposal Meeting (Optional)	November 28, 2018, 2:00 p.m.
Written Question Deadline	December 3, 2018, 12:00 p.m.
Addenda Published (if needed)	Week of December 17, 2018
Proposal Due Date	January 11, 2019, 12:00 p.m.
Tentative Interviews (if needed)	Week of January 21, 2019
Selection/Negotiations	January 2019
Expected Select Board Authorizations	February 2019

The above schedule is for information purposes only and is subject to change at the Town’s discretion.

M. IRS Form W-9

The selected consultant will be required to provide the Town of Bristol an IRS form W-9.

N. Reservation of Rights

1. The Town reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The Town reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the Town to be in its best interest.
3. The Town reserves the right to request additional information from any or all consultants.
4. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The Town reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The Town reserves the right to select one or more consultants to perform services.

7. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The Town reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

Section 2. Scope of Services

A. General

Firms will be chosen based on how closely their expertise fits with the particular projects, their proposed work plan and fees. If a partnership is required for between two firms, then the lead firm will submit qualifications, work plan and fee proposal for the sub-consultant, which will be evaluated as part of the proposal.

Projects related to this RFP will primarily be requested from external sources, but the Town will project manage all future FON expansion projects in partnership with the selected contractor(s). The Town exclusively owns the FON and will continue to own any new segments.

The Town will also be seeking a construction contractor, legal consultant, and bandwidth provider/network manager in separate proposals.

B. About Bristol

Bristol, incorporated in 1819, is a beautiful New England town that encompasses the southern portion of Newfound Lake, the fifth largest lake in the State. Bristol is located just twenty-five miles northwest of Concord, New Hampshire, New Hampshire's capital. Bristol offers all the benefits of small-town living, remaining close to major recreational attractions and business centers. The Town of Bristol has a year-round population of approximately 3,300 and a seasonal summer population of approximately 6,500 inhabitants. It is home to the international manufacturing company Freudenberg, the Newfound Area School District, Mid-State Health Center, and other regional and local businesses. The Town government has identified ubiquitous, high quality broadband and cellular coverage as necessary utilities for connecting municipal offices, businesses, residents and visitors to remain economically competitive.

C. About the Network

Recognizing that high-quality broadband access is critical to the future of educating the region's future workforce, the Newfound Area School District (SAU 4) deployed a lit fiber network in 2018 connecting its schools and main office located in Bristol. The Town was awarded a Northern Border Regional Commission grant in 2018 and intends to use funds from the grant and from a Town appropriation to connect to the SAU 4 network, which is already connected to the University of New Hampshire IBEAM network, to connect municipal facilities, facilitate educational/training opportunities, foster economic growth for existing and new business, and be the backhaul for cellular carriers and other wireless needs.

The network should be built to meet the first three miles and be expandable in the future to serve as middle mile fiber for other fiber to the premises connections. The Town will be encouraging businesses and residents to complete the “last mile” to their homes and businesses and plans to seek out other grant funds to facilitate last mile connectivity.

Redundancy and/or fault management schemes that might be used in the design and deployment to achieve what will be a designed Service Level Agreement (SLA) should be addressed in the RFP response.

D. Locations

The list of locations to be connected includes:

Head End:

Town Office
5 School Street

Endpoints:

Police Department
230-254 Lake Street

Fire Department
85 Lake Street

Minot-Sleeper Library
35 Pleasant Street

Old Town Hall
45 Summer Street

Highway Department
100 Ayers Island Road

Water & Sewer Department
180 Ayers Island Road

Newfound Area School District Main Office (Serves as head end for School District)
20 North Main Street

Tapply Thompson Community Center (Also expected to serve as small cell site)
30 North Main Street

Additional Locations:

Freudenberg

450 Pleasant Street (to the closest pole)

Mid-State Health Center

100 Robie Road (to the closest pole)

Bristol Falls Park/Pemi Trail

Water Street

Potential Additional Locations (subject to funding constraints):

Cummings Beach

Shore Drive

Avery-Crouse Beach

West Shore Road

Cell Carrier Head Ends

Locations to be disclosed to winning bidder

School locations may also serve as small cell sites.

E. Requirements

The scope of anticipated services the contractor is expected to perform is described in detail below. It is anticipated that this project and future projects will require all these services detailed below but it is possible the selected contractor(s) may be asked to perform only a portion of the services.

F. Design and Fiber Route Planning Services

1. Develop clear, concise, and accurate designs for the FON and each new FON segment to mitigate issues and increase project success.
2. Provide all viable route options, accurate information, new industry technology, new products, and industry best practices to allow the Town to select the most optimal solution.
3. Utilize existing infrastructure (i.e. conduit) whenever feasible.
4. The FON design will be comprised of aerial fiber, underground fiber, or a combination thereof.
5. Provide route engineering that includes make-ready recommendations and all required pole attachment applications per the design recommendation.

6. Provide design drawings compatible with and ready for use in Esri's ArcGIS software, specifically in shapefile format or feature class files contained inside a file geodatabase. Design drawings must also be correctly georeferenced (i.e., all elements of the drawing must be comprised of coordinate points or geometry that correctly correspond to the coordinates of their real-world counterparts) and to scale. Required projected coordinate system for use is the NAD83 State Plane New Hampshire FIPS 2800.
7. Expected to produce comprehensive computerized design maps and detailed CAD drawings of entire route and route options, including aerial-to-underground splice-closures, hand-hole placements and any associated equipment necessary for network construction.
8. The Consultant will provide on-site field/site surveys and splice point requirements as required.
9. Provide, for underground facility, conduit design, conduit detailing, handhole detailing, prepare all forms and documentation for approval of conduit construction and/or installation, and verify as-builts.
10. Is required to act on the Town's behalf in rights of way negotiations and communicate with local, state and federal governmental jurisdictions so aerial and underground infrastructure requirements are met.
11. Is required to provide, consolidated field notes and electronically store in a format approved by the Town.
12. Provide detailed site drawings, permit detail drawings and overview maps in an electronic format approved by the Town.
14. Will input all pole attachment inventories for pole attachment agreements between the Consultant and other utilities into an electronic format approved by the Town.
15. Appropriately label all network components (cabling, splice enclosures, etc.) based upon industry best practices and adhere to labeling requirements of third-party pole owners (e.g., Consolidated, Eversource, etc.) and the Town labeling requirements.
16. Be responsible for staking the route and producing computerized maps in an electronic format approved by the Town.
17. Will provide GPS points of reference for utility poles. The Consultant will provide photo images of utility poles the fiber will be attached to. The Consultant will provide GPS points of reference for hand holes, street crossings, and splice enclosures.
18. Proof conduit or duct for capacity and availability.
19. Work with the legal consultant to develop licensing agreements, easements, and other agreements.

20. Assist the Town in developing an RFP for selecting a construction contractor, to work with selected contractor to develop the final specs for the FON, and to provide construction oversight.

21. Assist the Town with selecting the bandwidth service provider/network manager.

22. Include a fault management or redundancy scheme in the design and provide what will be the anticipated a SLA and its associated parameters.

G. Permitting Services

1. Contractor will be required to manage the permitting process with various entities under the direction of the Town.

2. Proposers should be aware that Eversource and Consolidated own and maintain most poles located throughout the Town. Eversource and Consolidated have separate permitting processes from the Town.

3. Contractor must apply-for, on behalf of the Town, and secure all necessary permits from federal, state, and municipal entities construction of the new segment. It is the sole responsibility of the Consultant to secure all permits for the construction. Working experience with Eversource and Consolidated is a plus and the Consultants should provide this information in detail within the RFP submittal.

H. Project Management

1. Assign a Project Manager to all projects and utilize industry standard project management methodologies to ensure projects are delivered within budget and on time.

2. Maintain and up-to-date project plan that reflects the current state of the project.

3. Work closely with the Town's project team to ensure project success.

4. Attend or conduct regularly scheduled status meetings.

5. Mitigate and escalate issues to executive stakeholders and project team.

6. Manage the change order process.

I. Other

1. Consultant will be required to assist the Town in answering questions or clarification related to their design during the construction of the project.

2. Respond to requests in a timely manner.

J. The Town will:

1. Upon award of the contract, the Town will provide its limited information about existing infrastructure including: information about existing conduit, fiber, and existing water and sewer utilities. A level of effort will be needed by the consultant to collect and map infrastructure so fiber can be placed efficiently.
2. The Town will assist with access to existing Town infrastructure where appropriate.
3. Provide access to Town-owned property for placement of infrastructure that will permit providers to reach required areas within the Town. The Town will facilitate an introduction to SAU 4 staff in order to discuss access and placement on SAU 4 property.

K. Technical Specifications

1. The Town will consider traditional network designs (such as hub and spoke) or alternative proposals that maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. The Town is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the respondents to present their best solution while recognizing the cited locations.
2. The Town requires the use of optical fiber that is compliant with the new International Telecommunication Union (ITU) standards as well as Telecommunications Industry Association and Electronic Industries Alliance (TIA/EIA) standards. The fiber should provide the Town versatility and flexibility to grow network systems as the demand grows.
3. The Town requires the deployment of a hybrid CWDM (Course Wave Division Multiplexing) /DWDM (Dense Wave Division Multiplexing) fiber optic network that will deliver a host of broadband connectivity options in a very cost-effective manner.
4. The network design must be flexible enough to allow the Town to offer Ethernet, leased fiber, and light wave services to anyone where capacity is available.
5. In the absence of explicit specifications contained within in this RFP, Consultants must adhere to industry best practice and follow all applicable local, state and federal regulations, including bonding and grounding guidelines and requirements.

L. Consultant's Proposal

In keeping with the objective, the description, the requirements, and the consultant's tasks as previously indicated in this Request for Proposals, the consultants submitting proposals shall outline in detail the manner in which the consultant shall work with the Town to fulfill the Town's needs.

M. The outline at a minimum shall address:

1. Staffing and personnel.
2. Communication and coordination.
3. Compatibility with Town’s standards, goals, and objectives.
4. Working relationship between consultant and Town staff.
5. Information which will assist the Town to determine the consultant’s capability of performing the work.

Section 3. Minimum Information Required

A. Proposal Format

Consultants should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 25 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of New Hampshire.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes

and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.

3. State the history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

4. Provide examples of previously designed networks that are currently operational today.

5. Describe Consultant's change control process.

6. Include examples of Final As-Built Drawings and Permitting Submittals for similar projects.

In the scoring for this section, consultants will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a minimum of three (3) examples of specific experience and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual design completion date and final cost of the design is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the Town, communication and coordination, the working relationship between the consultant and Town staff, and the company's general philosophy regarding providing the requested services.

In the scoring for this section, consultants will be evaluated based on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 25 points

Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Refer to Attachment B for a Fee Proposal Form. In addition to completing the Fee Proposal Form found in Attachment B, Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the Town.

F. Attachments

Legal Status of Consultant form must be completed and returned with the proposal. This should be included as attachments to the proposal submission.

B. Proposal Evaluation

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the Select Board, if suitable proposals are received.

The Town reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The Town will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

C. Preparation of Proposals

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

D. Addenda

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to the Town of Bristol website in the Bids & Proposals section for all parties to download.

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the responsibility for complying with the terms thereof. The Town will not be bound by oral responses to inquiries or written responses other than official written addenda.

Attachment A
Legal Status of Respondent

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in New Hampshire, please attach the corporation's proof of certification.

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____, and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addenda (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____ Date: _____
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

Attachment B
Compensation and Fee Proposal Form

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the Town.

Fee Proposal Form

Project: Fiber Optic Network Architecture, Design, Engineering, and Permitting

Consultant's Name: _____

Notes:

1. All Consultants shall provide a pricing for all RFP items specified below based upon a time and materials basis.
2. The Town, at its sole discretion, may elect to delete any portion of the work delineated below. Work shall be determined based upon the availability of funds.
3. Any item not provided in the following list shall be considered incidental.
4. Contract shall be awarded based on the base bid or any combination of a base bid and alternate bid in any manner the Town believes to be in its best interest.
5. The Consultant agrees to complete the Project and all related work, as specified in the Scope of Work of this RFP.

(Continued on next page)

Item	Description	Staff Name, Staff Title	Hourly Rate	Estimated Hours	Amount (\$)
1.	Project Management				
2.	Network Route Design				
3.	Site Work				
4.	Engineering Design				

5.	Documentation and Deliverables				
6.	Construction Oversight				
7.	Permitting for "Make Ready" Construction				
8.	Recommendations for Fiber, Terminating Equipment, and Routers, etc.				

9.	Other – Please describe any other work requiring cost estimate				
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Signature of Authorized Representative of Bidder

Attachment C
Professional Services Agreement

AGREEMENT made this _____ day of _____, 20____ by _____ and between the Town of Bristol (hereinafter called the "Town"), a New Hampshire municipal corporation with a business address of 230 Lake Street, Bristol, NH 03222, and [name of consultant], whose mailing address is [address] (hereinafter called "Consultant").

The Town and Consultant, in consideration of the mutual undertakings hereinafter set forth, agree as follows:

1. The Project:

The Town requires the services of a professional [field] firm for the purpose of [the goal of the project] (hereinafter called "Project"). Consultant shall, for the agreed amount of fees, furnish all services and materials required to perform the tasks described in the Scope of Services (hereinafter "Work"), and shall complete said Project to the satisfaction of the Town, according to the terms of this Agreement.

2. Agreement Documents ("Agreement"):

This Agreement shall consist of the following documents:

- A. This Professional Services Agreement ("PSA");
- B. The Request for Proposal(s) issued by the Town;
- C. Consultant's Proposal and Scope of Services that contain a specific description of the Project, how the Project will be completed, identification of personnel furnishing the services, a schedule for completion of the Project and a fee schedule;
- D. One or more certificates of insurance as required herein; and
- E. The Notice of Award.

In the event of a conflict between other documents in the Agreement and this PSA, this PSA will control. However, in the event there is a conflict between other documents that are part of the Agreement (excluding this PSA), the Town reserves the right to clarify any contractual issue in writing with the concurrence of Consultant, and such written clarification shall govern that contractual issue in case of conflict.

3. Time for Performance:

Consultant shall commence the Work after this PSA is signed, after producing Certificates of Insurance to the Town as required below, and after receipt of a Purchase Order from the Town. Consultant shall complete the Work in compliance with this Agreement and as described in the Scope of Services. Consultant shall not be responsible for failure to perform or delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

4. Insurance:

Consultant shall, at its sole expense, obtain and maintain the following types of insurance, on a primary and non-contributory basis, with an insurance company licensed to do business in the State of

New Hampshire with a financial rating of A- or better in “Best’s Insurance Guide”, and for the following minimum amounts:

	<u>Limits</u>
A. Workers’ Compensation	Per New Hampshire Statute
B. Employer’s Liability Insurance	\$1,000,000
C. Comprehensive General Liability*	\$2,000,000 per occurrence/ \$4,000,000 in the aggregate
Comprehensive General Liability Insurance shall include coverage for all claims of personal injury, bodily injury, sickness, disease, or death (including coverage for acts of Consultant’s officials and employees), and broad form property damage (including loss of use resulting therefrom) and for completed operations.	
D. Comprehensive Automobile Liability*	
Bodily Injury	\$1,000,000 per occurrence/
Property Damage	\$2,000,000 in the aggregate
E. *Comprehensive Liability Umbrella Coverage	\$1,000,000 in the aggregate
F. Professional Liability	\$1,000,000 per occurrence/ \$1,000,000 in the aggregate

Prior to the start of Work, Consultant shall provide Certificates of Insurance to the Town showing policy coverage of all of the above types of insurance with the coverage and limits as indicated above and, thereafter, on an annual basis for the duration of this Agreement and also at the termination of the Agreement, as evidence that policies providing the required coverage, conditions and limits are in full force and effect for the required period of time. Such Certificates shall identify this Agreement and contain provisions that coverage will not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to the Town.

With respect to Professional Liability insurance listed above, Consultant shall ensure continuous coverage for no less than three (3) years subsequent to the date final payment is received from the Town after completion of the Agreement or its earlier termination under Sections 9 or 10; however, in the event the Project involves any improvements to real property, Consultant shall instead ensure continuous coverage for no less than eight (8) years after the Project has reached substantial completion as determined by when the Project may be utilized by the Town for the purposes intended. In the case of a phased project with more than one substantial completion date, the 8-year period of limitations for actions involving systems designed to serve the entire project shall not begin until all phases of the

project are substantially complete. If Consultant should cease to carry Professional Liability insurance required above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of time not less than stated in the preceding sentence.

The Town, to include its officers, agents and employees, shall be named as an additional insured on all insurance required under this Agreement except for Professional Liability and Workers' Compensation.

In the event Consultant retains any subconsultant or other personnel to perform the services required herein or to carry out any activities under or incident to work on any phase of this Project, Consultant agrees to obtain from said subconsultant or other personnel certificates of insurance demonstrating that said subconsultant or other personnel has all of the above coverage, or Consultant agrees to include said subconsultant or other personnel within Consultant's coverage for the duration of the Project.

5. Modifications/Entire Agreement: Changes to the Scope of Services requiring a change to the fees, schedule or total amount due under Section 6 below will, upon mutual agreement, be executed by a Change Order. Minor clarifications to the Scope of Services that do not involve changes in fees, changes to this PSA, extensions of time or changes to the goals or objectives of this Agreement may be made by written notice of the change by either the Town or Consultant, effective upon signed acceptance of the other party.

Oral agreements or conversations with Town officials, employees or agents, either before or after execution of this Agreement, shall not affect or modify any of the terms or obligations contained in this Agreement. All modifications to this Agreement, amendments or addenda hereto, must be in writing and signed by authorized representatives of the parties.

It is understood that extensions in duration of any construction required by the Project directly affect the level of effort required for both Construction Administration and Resident Project and shall be considered a modification of the Scope of Services.

6. Payment: The Town shall pay Consultant a total of \$_____ as provided in Consultant's Proposal or as negotiated and agreed herein. All invoices shall include a description or narrative outline of the Work performed to date and the amount of time spent on the Work performed with reference to the Scope of Services and the agreed-upon schedule.

The invoices are due in duplicate and payments will be made, if the Town is satisfied with the Work performed, within 30 days of receipt of the invoice. Invoices are to be based on the actual dollar value of the services completed.

Consultant shall clearly indicate on its final payment request under the Agreement that the invoice is "FINAL". All "FINAL" invoices shall pay any retainage withheld under the Agreement. However, in no event shall the total of all payments authorized, or actually made hereunder, exceed the above contract price, unless a modification has been made to the Scope of Services whereby the parties agree to a higher fee. Consultant agrees that acceptance of the final payment shall be in full and final settlement of all claims for payment arising against the Town under this Agreement and shall release the Town from any and all further claims for payment, whether known or unknown, for and on account of this Agreement, including payment for all Work performed, and labor and materials furnished in

connection with the same. In the event of termination of this Agreement before satisfactory completion of the Project, Consultant shall submit its "FINAL" invoice no later than 45 days following termination of the Agreement.

Consultant acknowledges that the Town is a municipal corporation subject to the laws of the State of New Hampshire, and further acknowledges and agrees that the Agreement, and the appropriation of funds to pay for it, is subject to the approval of the Bristol Town Meeting.

7. Standard of Care: The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professionals in [Consultant's field] or consultants performing the same or similar services. Consultant will re-perform any services not meeting this standard without additional compensation.

8. Ownership of Documents: Upon full payment therefor, all data, including research and information gathered, project analyses, data and materials, as well as reports, plans, drawings and specifications prepared or furnished by Consultant for the Project under this Agreement, together with all materials and data furnished to Consultant by the Town under the provisions of the Agreement, shall be the property of the Town. The Town shall not be limited in any way in its use thereof at any time. If Consultant shall desire later to use any of the data prepared by Consultant in connection with this Project, Consultant shall first obtain the written approval of the Town. Consultant does not warrant or represent that any such plans or specifications are suitable for use on any project other than this Project, and any such reuse without such specific written authorization by Consultant will be at the sole risk of the Town, and the Town shall indemnify and hold harmless Consultant from all claims, losses and expenses arising out of any unauthorized re-use of said plans and specifications.

Authorized representatives of the Town may, at any reasonable time, review and inspect the services being performed under this Agreement and any addenda or amendments hereto. Consultant shall correct, at its sole expense, any errors and/or omissions in the final version of the Work.

Written reports will be provided to the Town in a printed format as well as a digital format compatible with the latest version of Microsoft Word. Survey data shall be tied to the State Plane Coordinate system NAD83 and provisions should be made for use of survey points during layout and construction. The vertical datum is to be provided in NAVD88 Datum. Maps and drawings will be submitted in digital format, provided in the following GIS Format: ESRI Geo-data base or shape file format as well as DWG file format and PDF file format. Graphics will be provided in digital format compatible with the latest version of Power Point.

9. Termination by Default: In the event Consultant shall fail to perform as required under this Agreement, the Town shall give notice to Consultant in writing describing the default, the action to cure the default and the time within which the default is to be cured. If Consultant does not cure the default within the time prescribed by the Town, the Town shall have the right to terminate this Agreement by giving written notice to Consultant of the termination and specifying the effective date. In the event of the termination, all finished or unfinished documents, data, programs and reports prepared by Consultant shall be produced to the Town, as set forth in Section 8 above. If the Agreement is terminated by the Town, Consultant will be paid an amount which bears the same ratio to the total compensation specified in the

Agreement as the satisfactory services rendered to the date of termination bear to the total services required by the Agreement, less payments previously made by the Town.

10. Termination for Convenience: Either party may terminate the Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and materials as described in Section 8 above shall be produced to the Town. If the agreement is terminated as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation specified in the contract as the services rendered to the date of termination bear to the total services required by the contract, less payments previously made by the Town.

11. Compliance with Applicable Law/Controlling Law: Consultant agrees to comply with all applicable federal, state and local laws, rules and regulations in connection with the performance of Consultant's obligations under this Agreement. This Agreement shall be governed by, and construed under, the laws of the State of New Hampshire.

12. Indemnification: Consultant shall fully indemnify, defend (with counsel acceptable to the Town), hold harmless and reimburse (collectively "indemnify" and "indemnification") the Town and its employees, officers, representatives and agents (collectively "Indemnified Party") from and against any and all claims, demands, actions, suits, damages, losses (including without limitation, loss of use), settlements, judgments, liabilities, obligations, penalties or fines, defenses, proceedings, cost disbursements or expenses of any kind or nature whatsoever, including without limitation, reasonable attorneys' and experts' fees, investigative and discovery costs and court costs at all levels, which may at any time be imposed upon, incurred by, asserted against, or awarded against the Town, arising out of or resulting from a) any negligent acts or omissions of Consultant related to its performance under this Agreement or b) any breach or default by Consultant related to its performance under this Agreement. Without limiting the foregoing, any and all claims relating to personal injury or death, including any claim for workers' compensation costs or benefits resulting from injury of any kind or death of any person performing services under this Agreement who is not required to be covered by workers' compensation insurance coverage, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnification hereunder.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of the Town, which immunities are hereby reserved to the Town.

In the event the Town is notified of any claims asserted against it or its employees, officers, representatives or agents to which this indemnification may apply, the Town shall thereafter notify the Consultant in writing as soon as practicable that a claim to which this indemnification may apply has been filed.

This obligation to indemnify as provided herein shall survive the termination or expiration of this Agreement, and said obligation of indemnification shall not be limited or diminished by the presence or absence of insurance required hereunder, or otherwise.

In the event Consultant is requested but refuses to honor the indemnification obligations hereunder, Consultant shall, in addition to all other obligations, pay to the Town the cost of bringing any action at law or in equity, including but not limited to reasonable attorneys' fees, to enforce this indemnity, but only to the extent that it is expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution, that Consultant was responsible for honoring the indemnification obligation.

13. Dispute Resolution: Any controversy arising out of or relating to this Agreement or the breach hereof shall be resolved in the following manner:

First, the parties will attempt to resolve such disputes through direct negotiations between appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties will attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the mediator and parties. Third, if any controversy arising out of or relating to this Agreement remains unresolved after the above steps, it may be resolved by arbitration or by a judicial process at the Grafton County Superior Court. If the parties choose arbitration by mutual agreement, they shall define and agree on the scope of the disputed issue in writing and then select an arbitrator. In the event the parties are unable to agree on the issue and scope of dispute prior to submission to arbitration, the dispute will be resolved in court.

If there is agreement to proceed with arbitration, the arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in Bristol, New Hampshire. The parties shall provide copies of all relevant documents as part of the filing and be entitled to additional reasonable discovery. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party, unless otherwise agreed. In the event the parties are unable to agree on an arbitrator, application for appointment of an arbitrator can be made to the Grafton County Superior Court under RSA Chapter 542. The arbitrator shall have the power to interpret any provision of the Agreement contained herein but not the power to amend, reform or revise the Agreement. Any errors of law in any award of an arbitrator shall be reviewable in an appeal to the Grafton County Superior Court as if brought there in the first instance, in addition to those issues reviewable under RSA Chapter 542.

14. Notices: Any and all notices, demands, or communications required to be given hereunder shall be in writing and sent by first class mail, or hand-delivered, with an additional copy by fax or e-mail as follows:

A. If to the Town, addressed to:
Town Administrator
Bristol Town Offices
230 Lake Street
Bristol, NH 03222
603-744-3354 (Phone)

B. If intended for Consultant, addressed to:

15. Relationship of the Parties: The Town and Consultant intend that Consultant is an independent contractor under this Agreement and meets all the requirements of an independent contractor under New Hampshire law. Consultant is not to be considered an agent or employee of the Town for any purpose and is not entitled to any of the benefits that the Town may provide for its employees. Consultant shall have no authority to assume or create any obligation whatsoever, either express or implied, on behalf of or in the name of the Town or to bind the Town in any manner whatsoever.

16. Authorization: Both parties hereto represent that they have authority to enter into this Agreement and that the individuals executing this Agreement are authorized to execute it and bind their respective parties.

DATED this _____ day of _____, 20_____.

TOWN OF BRISTOL

By: _____
Nicholas Coates, Town Administrator

[CONSULTANT]

By: _____

Title: _____