



**Wide Area Network Equipment Upgrade
&
Managed Network Operations**

**Colleges of the Fenway Area Network (COFAN)
Request for Proposals**

Issued: Tuesday, October 19, 2021

Responses Due: Monday, November 15, 2021

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DEFINITIONS

For the purposes of this RFP and resulting Contract, words and terms shall be given their ordinary and usual meanings. Where capitalized in this RFP and resulting Contract, the following words and terms shall have the meanings indicated.

“Additional Services” means Service or Deliverable which may be considered for inclusion within the scope of the Contract, but not specifically requested under any Scope of Work in this RFP.

“Confidential Information” means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by COF Inc., COF member institutions, or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to COF Inc or Institution’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by COF Inc. or Institutions. Confidential information includes all information that is restricted or prohibited from disclosure by state or federal law.

“Contract Term” means the initial term of the Contract and any renewals and/or extensions.

“Contract” means the final version of any contractually binding agreement between COF and the Contractor relating to the subject matter of this RFP; references to the Contract include all appendices, attachments and other documents attached thereto or incorporated therein by reference.

“Contractor” means a Proposer awarded a Contract.

“Customer Edge” or “CE” means any network device that is owned and managed by the COFAN Customer.

“Degradation” means the condition that occurs when communication performance parameters fall outside predetermined limits, resulting in a lower quality of services. A Service that suffers Degradation shall be considered to be suffering an Outage or Interruption for purposes of performance requirements.

“Deliverable” means all project materials, including goods, licenses, data and documentation created during the performance or provision of Services hereunder or identified as a “Deliverable” in an applicable Scope of Work or another contract document.

“Effective Date” means the date the Contract has been fully executed by the Contractor and COF.

“Institution” means one of the five COF Member Institutions: Emmanuel College, Massachusetts College of Art and Design, Massachusetts College of Pharmacy and Health Sciences University, Simmons University, and Wentworth Institute of Technology.

“Key Personnel” means Contracted Personnel who play leading and critical roles in providing Services during the Contract Term.

“Mandatory” means a requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by COF.

“May” indicates something that is not mandatory but permissible.

“Parties” means COF Inc, Member Institutions, and the Contractor, collectively.

“Party” means either COF Inc, an individual COF Member Institution, or the Contractor, individually.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the individual’s date of birth; (d) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (e) the individual’s DNA profile; or (f) the

individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

"Point to Point" means a connection with only two endpoints.

"Proposal" means the complete response to this RFP submitted in the required manner and setting forth the Proposer's prices for providing the products and services described in the RFP.

"Proposer" means the entity submitting a Proposal in response to this RFP.

"QoS" means Quality of Service.

"RFP" means this Request for Proposal.

"Service Demarcation" means the dividing line that isolates the area of responsibility for the COFAN service between the managed network operations provider and each COFAN Customer.

"Service Provider" means the entity that provides bandwidth and network access.

"Service Level Agreement" (SLA) means an agreement between two or more parties, where one is the COFAN Customer and the other is the Contractor or third-party Service Providers. SLAs specify in measurable terms, what services the provider(s) must furnish.

"Services" means all actions, recommendations, plans, research, customizations, modifications, documentation, maintenance, and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under the Contract.

"Shall" indicates a mandatory requirement.

"Subcontract" means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"Subcontractor" means a party to a Subcontract.

1. General Information

1.1 Introduction & Purpose

The Colleges of the Fenway (COF) is a 25-year-old consortium and 501c3 non-profit organization based in Boston, Massachusetts comprised of Emmanuel College (EC), Massachusetts College of Art and Design (MA), Massachusetts College of Pharmacy and Health Sciences University (MCPHS), Simmons University (SU), and Wentworth Institute of Technology (WIT). With a combined student body population of approximately 20,000, COF seeks operating efficiencies and relationships with vendors and suppliers who provide high quality services and products to higher education clients.

COF invites qualified and responsible vendors with expertise in **designing networks, installing, and maintaining equipment, and supporting fiber optic network operations to submit proposals for the upgrade of the current Colleges of the Fenway Area Network (COFAN) infrastructure and to provide maintenance for all installed hardware and software; and to provide ongoing network operations management.**

1.2 Scope of Work

Through this procurement, COF will select a Contractor to:

- (1) Propose design upgrades to current network infrastructure which maintain or enhance redundancies at all Core, Customer Edge, and data center sites and which meet specified performance standards described in Attachment A.
- (2) Source, distribute, and install new routers, switches, and all fiber optic equipment for the network design and equipment manufacturer, make, and model selected by proposal evaluators. The Contractor will work with COFAN Customers on the installation of equipment to minimize any disruption to COFAN Customers and end users. *Note that evaluators and COF reserves the right to work with a selected finalist to adjust a final proposal or change specific features recommended in the proposal before approving the design and equipment order.*
- (3) Provide responsive and expedient support for installed equipment and any installed or connected hardware and software; conduct regular planned maintenance; repair and replace equipment and parts; manage maintenance records for equipment including information and plans/ proposed replacement schedules for end of life and end of service of hardware and parts; meet defined service level agreement standards for all equipment maintenance services as described in Attachment A.
- (4) Provide COFAN network operations services, including 365/24/7 monitoring of network operations, coordination of services, repairs, and maintenance; coordination of services with all COFAN Customers and third-party Service Providers; management, communication, and resolution of all tickets. Expedient response to all Alerts, Alarms, and Change Requests with service tickets with descriptions of issues, actions, and resolutions.
- (5) Provide reporting, record-keeping, documentation on usage, tickets, equipment monitoring, design configuration, equipment inventory, and maintenance records.
- (6) Recommend cost-effective options and plans for expansion of bandwidth, redundancy, and other performance enhancements over time.

1.3 Background & Current Design

COF member institutions built COFAN in 2005 to increase Internet access capacity for Member Institutions, create a redundant internet connection to increase network uptime, contain internet network costs, and provide an infrastructure for future COF technology initiatives. With a \$3.1 million dollar grant from Fidelity, the colleges began construction of the Colleges of the Fenway Area Network (COFAN). Since 2005, COFAN has been periodically serviced to support the Internet needs of the students.

The diagram in Appendix 1 shows the current fiber pathway connecting all five COF Institutions with the network data center at Markley Group located a short distance from COF in downtown Boston. Wheelock College was acquired by Boston University and that pathway was removed from use in 2018. MA and WIT house Core routers that connect to the Markley

Group data center via leased dark fiber. COF shares a data cabinet at the Markley Group data center containing a Core router. Through COF's shared tenancy, EC, MA, SU and Perkins Schools for the Blind (PS) lease collocated cabinet space at the Markley Group, LLC data center with connections from Institutions individual cabinets to the shared COFAN cabinet.

The five members of the Colleges of the Fenway consortium and their main addresses and websites are:

- Emmanuel College at 400 The Fenway, Boston, MA 02115; www.emmanuel.edu
- Massachusetts College of Art and Design at 621 Huntington Avenue, Boston, MA 02115; www.massart.edu
- Massachusetts College of Pharmacy and Health Services (MCPHS) at 179 Longwood Avenue, Boston, MA 02115 www.mcphs.edu
- Simmons College at 300 The Fenway, Boston, MA 02115 www.simmons.edu
- Wentworth Institute of Technology at 550 Huntington Avenue, Boston, MA 02115 www.wit.edu

Core Hub locations and addresses are:

- Markley Group, LLC, 1 Summer Street, 4th Floor, Boston, MA 02120. www.markleygroup.com
- MassArt, 621 Huntington Avenue, 8th Floor, Boston, MA 02115
- WIT, 543 Parker Street, LL1 Floor, Boston, MA 02115

COFAN Customers include the following entities:

- Emmanuel College
- Massachusetts College of Art and Design
- Massachusetts College of Pharmacy and Health Sciences University
- Simmons University
- Wentworth Institute of Technology
- Perkins Schools for the Blind (PS) is a local partner which is collocated at the Markley data center through the COF tenancy. In addition to leasing individual cabinet space through the COF tenancy agreement, PS connects to COFAN Internet Service Providers: GTT and Cogent. Current agreement with COF and PS expires on 6/30/2022. <https://www.perkins.org/>
- Fenway Libraries Organization is located at WIT and shares a connection into COFAN. <https://libraries.flo.org/home>

Current Equipment: COFAN equipment was refreshed in 2013 with the following Juniper Network hardware installed:

Juniper EX9208 (Support for the EX9208 will be discontinued on 1/31/2024)

- JN122C64DRFB EX9208-REDUND-AC
- JN1236372RFB EX9208-REDUND-AC
- JN122CCA4RFB EX9208-REDUND-AC

Juniper EX2200-24P-4G (Support for the EX2200 will be discontinued 6/30/2024)

- CV0217080806 EX2200-24P-4G
- CV0217070028 EX2200-24P-4G

UPS Devices

- APC Wentworth Power Supply
- APC MassArt Power Supply

Network Operations Support: Integration Partners Consulting completed the last upgrade to COFAN equipment- including design, distribution, and installation of the network equipment hardware and monitoring software tools. IPC provides support and network operations monitoring and management of COFAN. IPC liaises with Juniper Networks to support maintenance of installed COFAN hardware. Current agreement ends on 7/31/22.

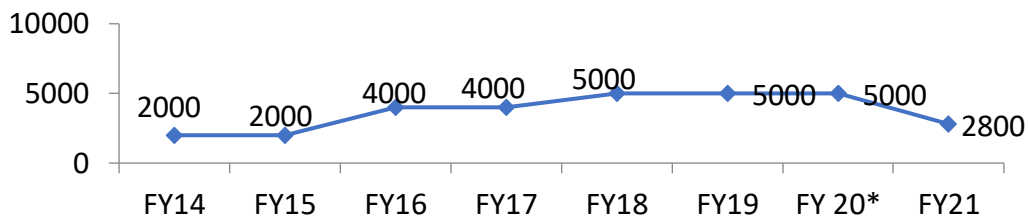
Juniper Equipment Maintenance Support: Currently COF has an annual maintenance agreement with Juniper through Integration Partners Consulting as a partner to provide next business day support to equipment. Current agreement ends on 4/1/2022.

Data Center: COF is a licensed tenant at Markley Group, LLC. Data center located near COFAN Customer campuses in downtown Boston. COF leases shared cabinet, utilities, on-site hands-on support, one copper cross connection and two fiber cross connections at Markley Group, LLC data center. Current license ends on 6/24/2022. In addition to these shared services, EC, MA, SU, and PS sub-license separate cabinet(s) that house those Institution’s proprietary equipment and connections.

Dark Fiber: A total of 6.6 miles of dark fiber- two lines of 3.2 and 3.4 miles each connect the Core hubs at MA to Markley and WIT to Markley, respectively. Dark fiber is leased from Crown Castle to connect these two interconnected chassis switches at each Core hub site at MA and WIT, each connected to one Customer Edge device at each Member Institution campus. Each campus has its own LAN connecting its campus buildings. Current lease with Crown Castle expires on 6/30/2022.

Internet Service: COFAN uses Point-to-Point 100 Mbps connections and currently supplies up to 5G of bandwidth with 3G from GTT and 2G from Cogent. In addition to these Internet Service Providers which connect the network at the Markley data center, COFAN offsets bandwidth usage through peering relationships available through its location its strategic location at the Markley data center and the heavy use of Apple, Microsoft 365, and Google at COFAN Customer campuses. The following graph illustrates the COFAN’s bandwidth use since 2014. GTT agreement expires on 6/30/2023. Cogent agreement expires on 7/31/2022 and includes one fiber cross connection fee in addition to internet access.

**Bandwidth Consumption
FY14 - FY21**



**2020 and 2021 usage decreased drastically because of the COVID-19 public health emergency and subsequent campus closures.*

1.4 Procuring & Contracting Agency

This RFP is issued by Colleges of the Fenway, Inc. (COF), the non-profit consortium organization operated jointly by the five COF member institutions. COF’s designated representatives shall be the sole point of contact for this RFP. The Contract resulting from this RFP shall be administered by COF, Inc. The Chief Information Officers of each member institution, a COFAN Change Advisory Board and the COF Network Managers Committee collaboratively manage this shared service for COF and will serve as evaluators for proposals.

1.5 Clarifications and/ or Revisions to Specifications and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Proposer shall immediately notify COF of the error by emailing cofadmin@colleges-fenway.org of such error and request modification or clarification of the RFP document. Any questions, exceptions or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls, letters or similar written

correspondence) on or before **October 25, 2021, at 5PM** to Sandy Occil at cofadmin@colleges-fenway.org. Questions shall be submitted via email with the Subject line “COFAN Upgrade RFP Question from (vendor name)” in the following format:

Document	Section #	Section Title	Question
<i>(example) RFP</i>	1.7	News Releases	May we submit a sample news release announcement with our proposal?
<i>(example) Attachment A Technical Specifications</i>	1	Equipment and Design Specifications	May proposers submit diagrams to supplement response?

Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded to all parties that have received a copy of the RFP. Answers will be compiled and sent to all invited bidders by close of business on October 27, 2021 and will be posted on the COF website with the RFP announcement.

1.6 RFP Point of Contact

From the date of release of this RFP until contract execution, all contacts with COF Inc. and COF member institution personnel regarding this RFP shall be made through the designated contacts responsible for managing this procurement process:

- Sandy Occil, Collaborative Business Services Assistant cofadmin@colleges-fenway.org
- Suzy Mason, Senior Director of Collaborative Business Services smason@colleges-fenway.org

1.7 News Releases

A Proposer may not issue news releases or make any statements to the news media pertaining to the subject of this RFP or any Proposals or Contracts resulting therefrom without the prior written approval of COF. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired. After an award is made and if the Contractor has to comply with a Securities Exchange Commission (SEC) regulation, a sample news release may be requested from COF or Member Institutions, as appropriate. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of COF.

1.8 Tours

Proposers may tour COFAN Customer sites and see Core hubs, switches, and physical location of equipment through requesting a tour by emailing cofadmin@colleges-fenway.org. Proposers should state the name(s), title(s), and contact emails for proposed visitors. Tours of facilities will be available by request. Requests should be submitted on or before Monday October 25, 2021. All campus visitors may be subject to COVID-19 screening, symptom free attestations and contact tracing procedures.

1.9 Reasonable Accommodations

COF shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a presentation or demonstration, contact Sandy Occil at cofadmin@colleges-fenway.org.

1.10 Calendar of Events

DATE	EVENT
October 19, 2021	Date of Issue of the RFP
October 25, 2021	Deadline for Written Bidder Questions and Tour Requests

October 28, 2021	COF Responses to Written Bidder Questions
November 15, 2021	Bids Due
November 22, 2021	COF Selects Awardee
Between January-April 2022	Anticipated equipment installation- contingent on product shipping times and coordination with campus activities

**Questions shall be submitted in the format described above in Section 1.5- Clarifications and/or Revisions to the Specifications and Requirements.*

1.11 Term

It is anticipated that equipment would be covered by warranty for a minimum of one (1) year. Proposers shall submit cost proposals for one (1) and three (3) year equipment maintenance agreement terms with options to renew annually thereafter, with mutual written consent, for a total contract term of up to five (5) years.

COF will establish an initial contract term for Network Operations services for three (3) years with the option to renew annually thereafter, with mutual written consent, for a total contract term of up to five (5) years.

2. PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a Contractor and the terms of the Contract shall be based on the information in the submitted Proposals and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

2.2 Incurring Costs

COF shall not be responsible for any costs incurred by Proposer to prepare its Proposal, conduct its due diligence or negotiate any agreements whether finally awarded. Such Proposal and business development costs shall not be included in the cost basis of services to be provided to COF.

2.3 Proposal Completeness

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete. Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that map or process will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

2.4 Submitting the Proposal

Proposer shall submit proposals electronically through emailing proposal, spreadsheets, and any attachments to cofadmin@colleges-fenway.org by the due date.

2.5 Proposal Organization and Format

A Proposer responding to this RFP must comply with the following format requirements. A Proposal shall be typed. The Proposal cover page must include, at a minimum, the RFP name, date, and the Proposer's name. The Proposal shall be

organized and presented in the order and by the numbers assigned in the RFP with the following headings and subheadings. Each heading and subheading shall be separated and clearly marked.

- (1) RFP Cover Sheet**
- (2) Table of Contents:** Provide a table of contents listing each section of the Proposal, including the documents specified in this RFP and any additional materials submitted along with the corresponding page numbers.
- (3) Transmittal Letter:** Provide a transmittal letter that clearly identifies the Proposer's organization and all Subcontractors. The Proposer's transmittal letter shall be signed by an officer, principal or agent of the Proposer's organization who is authorized to commit the Proposer to the terms and conditions of the Contract, which shall result from this procurement.
- (4) Executive Summary:** In a narrative format, Proposer shall provide a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed. Proposer shall present its understanding of the objectives and the intended results of the equipment upgrade and subsequent maintenance and network operations contracts. Include a logical diagram and description of its proposed network updates with detail sufficient to provide COF with the confidence that the proposed design will meet the needs and goals of all COFAN Customers. The Executive Summary will not be scored. It will be used to provide background and establish confidence in the Proposer's solutions.
- (5) General Requirements:** Provide a point-by-point response to each question specified in Section 5 of the RFP.
- (6) Network Requirements:** Provide a point-by-point response to each requirement specified in Section 6 of the RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP.
- (7) Value-Add and Optional Services:** Response to this section is optional and will have no impact on Proposers' evaluation scores, however, if Proposer elects to provide the suggested services as well as any of its own suggestions then a detailed description of such services should be included in this section. Pricing for such services shall be addressed in the appropriate worksheet of the Cost Proposal.
- (8) Technical Requirements Matrix (Attachment A):** Review and complete requirements matrix as directed in Attachment A-Technical Requirements Matrix.
- (9) Mandatory Requirements and Administrative Documentation (Attachment B):** Review and complete the administrative requirements matrix as directed in Attachment B- Mandatory Requirements and Administrative Documentation.
- (10) Cost Proposal Workbook (Attachment C):** Provide cost information in Attachment C – Cost Proposal Workbook. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal.
- (11) Subcontractor List (Attachment D):** Provide a list of all contractors and subcontractors proposed to deliver services or products.

2.6 Oral Presentations

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation to support and clarify Proposal(s), if requested by COF. The presentations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the Proposal and its components. COF will furnish specific details concerning the presentations and any required materials at the time it notifies Proposers of the presentation scheduling request.

2.7 Withdrawal of Proposals

The Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date. To accomplish this, the written request must be signed by an authorized representative of the Proposer. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

All Proposals will be reviewed initially to determine if Proposal submission requirements are met (see Section 2-Preparing and Submitting a Proposal). Failure to meet a Proposal submission requirement may result in the rejection of the Proposal. Those Proposals that pass the initial evaluation will then have scores calculated in response to Attachment A-Technical Requirements Matrix. Scoring of Attachment, A is automated with weighted points generated for response options. In the event there is an individual mandatory requirement that no Proposer can meet, COF reserves the right to eliminate that individual mandatory requirement; in such case, COF shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP.

3.2 Evaluation Committee

An evaluation committee for this RFP shall consist of the members of the COF Network Managers Committee and the CIO Committee.

3.3 Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal. The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations. COF reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

3.4 Evaluation Criteria

Proposals will be scored and graded in the following areas with the weights listed below:

Description	Weights
Design, Equipment Proposal	25%
Equipment Maintenance Proposal	25%
Network Operations Management Proposal	30%
Cost Proposal	20%
Total Possible Score	100%

3.5 Notification to Award

COF will notify selected awardee in writing by November 22, 2021, with a notification of award and letter of intent authorizing equipment order.

4. MANDATORY ADMINISTRATIVE REQUIREMENTS AND DOCUMENTATION

The following requirements are **mandatory**, and the Proposer shall satisfy them.

4.1 Data Ownership

The COF shall own the rights to all data/records produced as part of the Contract. If the Proposer anticipates bringing pre-existing intellectual property into the project, the intellectual property shall be identified in its Proposal. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the Contract, as well as any modifications or adaptations thereto, remain the property of the Proposer.

4.2 Rights to Electronic Information

COF owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of the awarded Contract.

4.3 Rights to Data

The COF is the owner of all data made available by the COF to the Contractor or its agents, Subcontractors, or representatives under the Contract. The Contractor shall not use the COF's data for any purpose other than providing the Services, nor shall any part of the COF's data be disclosed, sold, assigned, leased, or otherwise disposed of to the public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, shall have access to the COF's data. The Contractor shall not possess any lien or assert any lien or other right against the COF's data. Without limiting the generality of this Section, the Contractor must only use Personally Identifiable Information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need to know the information. The Contractor must always comply with all laws and regulations applicable to Personally Identifiable Information.

4.4 Legal Proceedings

For the last (5) five years Proposer shall disclose: (1) any criminal litigation, investigations or proceedings involving the Proposer or any Subcontractor, or any officers or directors of the Proposer or Subcontractor; and (2) any litigation, investigations or proceedings under the Sarbanes-Oxley Act involving the Proposer or any Subcontractor; and (3) any civil litigation, arbitration or proceeding to which Proposer or any Subcontractor is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Proposer or any Subcontractor; or (ii) a claim or written allegation of fraud or dishonesty against Proposer or any Subcontractor by a governmental or public entity arising out of their business dealings with the governmental or public entity; or (iii) any other claim or action that could otherwise jeopardize the Proposer's or its Subcontractor's ability to honor its contractual commitments to COF. Any litigation, investigation, allegation, arbitration, or other proceeding must be disclosed and described in a written statement in Proposer's response. The description shall include, but not be limited to the caption, case number, jurisdiction, and a short summary of the dispute and resolution. Details of settlements which are prevented from disclosure by the terms of the settlement may be withheld. If the Proposer is a subsidiary, the above-required information shall also be disclosed for all parent companies.

4.5 Bankruptcy

The Proposer shall indicate if it or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last five (5) years, they must indicate so and summarize in a separate attachment all relevant details of the bankruptcy.

4.6 Insurance Coverage

Proposers shall provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the COF and Institutions from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The insurers selected by the COFAN Request for Proposals

Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the COF, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the COF must be entitled to coverage to the extent of the higher limits. The Contractor is required to pay for and provide the type and amount of insurance below.

4.7 Commercial General Liability with Minimum Coverage

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit

The Contractor must list the COF and Institutions as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

4.8 Auto Liability Insurance

If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

4.9 Workers Compensation Coverage

Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of Massachusetts. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur. Any certificates of insurance received must also provide a list of states where the coverage is applicable. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

4.10 Employer's Liability Insurance Minimum Coverage

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

4.11 Excess Liability

The COF requires Umbrella or Excess Liability Insurance in a minimum amount of three million dollars (\$3,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 4.7 (Commercial General Liability) above.

4.12 Professional Liability Insurance

The COF requires professional liability coverage with the following minimums: five million dollars (\$5,000,000.00) each occurrence and five million dollars (\$5,000,000.00) annual aggregate. Professional Liability/Privacy Liability Insurance shall cover all acts, errors, omissions, negligence, and network risks including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense in the performance of service for COF.

Such insurance shall be always maintained in force during the term of the agreement and for a period of three (3) years thereafter for services completed during the term of the agreement.

4.13 Subcontractor Insurance Coverage

Except where the COF has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this section. Subcontractor(s) must fully comply with the insurance coverage required in this section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

4.14 Certificates of Insurance and Other Requirements

Contractor must furnish to the COF, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without thirty (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the COF. The Contractor is responsible to provide this notice upon receipt and must include the Contract affected. Before the Contract is signed, and not less than twenty (20) days before the insurance expiration date every year thereafter, the Contractor must provide evidence that COF and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles regarding the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the COF's written consent, then the COF may, after the COF has given the Contractor at least thirty (30) days written notice, pay the premium or procure similar insurance coverage from another company or companies. The COF may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by COF.

4.15 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

4.16 Cancellation/Termination

If the Contractor defaults in its agreement to provide service in accordance with the contract terms, COF may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract.

4.17 Equal Opportunity

In the execution of the contract, the Contractor and all subcontractors working with COF, COF member institutions agree not to discriminate on the grounds of race, color, religion, gender, sexual orientation, national origin or citizenship status, age, disability, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities.

4.18 Sexual Harassment

COF is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. COF has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment.

4.19 Health & Safety Protocols

Contractors agree to comply with all COF and COFAN Customer policies related to campus health and safety policies and procedures including but not limited to testing for certain infectious diseases prior to visiting campuses, masking, distancing, and attesting to being symptom free.

4.20 Electronic Signature

The parties agree that the submitted RFP attachments, transmittal letter and the subsequent Contract and any amendments resulting from this procurement may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

4.21 Other Terms & Conditions

The awarded vendor may be required to execute the Commonwealth of Massachusetts Terms and Conditions acknowledgement. <https://www.mass.gov/info-details/compliance-with-statewide-contract-rules>

5. GENERAL REQUIREMENTS

COF requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply will be considered unresponsive.

5.1 Organization Background and Qualifications

COF expects to engage a Contractor with an established history of providing the services required by this RFP and in the manner described in Subsection 1.2- Scope of Work. Proposer shall discuss its background, qualifications and experience designing network infrastructure, sourcing, distributing, and installing network equipment; providing ongoing maintenance of installed hardware and software; and managing network operations for similar institutional clients. The Contractor shall have experience providing these services for other similarly sized institutions of higher education. Proposers shall provide the following information:

- Years of experience providing these services.
- Number of employees with experience in delivering these services.

5.2 Customer and Client Relationship Management

Successful and productive relationships between COF- including all COFAN Customers- and the Contractor will be essential for a successful Contract. Proposer shall describe how it will ensure that all COFAN Customers and the COF as the client are satisfied with all aspects of project management, installation, service delivery, and network management. Response shall at a minimum answer the following questions and address how Subcontractors will be involved and included.

- (1) Who will manage the account from a business and executive level?
- (2) How will COFAN Customers (client) satisfaction be measured and reported? Proposer shall provide any available metrics for its current customer base, e.g., retention rate, etc.

- (3) What is the proposed escalation procedure, designated managers and contact information, should issues need to be elevated?
- (4) What are the processes and mechanisms for handling equipment maintenance issues at the COFAN Customer level?
- (5) How are both customer and client satisfaction deficiencies addressed and resolved?
- (6) Are there any programs to collect customer feedback?

5.3 Account Personnel

The Contractor shall provide experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. The Contractor shall assign specific individuals to key positions (Key Personnel) in support of the Contract such as account manager, technical engineer, technical coordinator, etc. As requested by COF, Contractor shall remove and/or replace Key Personnel for performance under the Contract. Proposer shall provide an organization chart showing Key Personnel and their roles and responsibilities for COFAN (including the primary location of offices, etc.), the lines of communication between all parties and the hierarchy of responsibility between all parties (Contractor and any subcontractors). Include a comprehensive summary of the experience and qualifications of all Key Personnel who will support COFAN with emphasis on engagements of similar scope and complexity.

5.4 Subcontractors

The Contractor shall assume responsibility for coordination, control, performance and all acts and omissions of Subcontractors (which includes third-party equipment manufacturers). COF reserves the right to review agreements with Subcontractors. COF shall not have a contractual relationship with the Subcontractors for any services provided under this Contract (existing contracts between COF and any potential Subcontractor do not apply). Proposed Subcontractors may be required to participate in the oral presentations and/or demonstrations.

5.5 Service Providers & Subcontractors Listing

In response to this section, Proposer shall complete Attachment D – Service Provider Subcontractor Listing. Proposer shall explain its relationship with the Subcontractor, describe the role the Subcontractor will play and provide the name and a description of Subcontractor(s) relevant qualifications and capabilities.

5.6 References

Proposers shall provide a minimum of three (3) references that have engaged the Proposer's firm to provide network design, equipment upgrade, and ongoing maintenance and network operations services. COF will use reference information to validate information provided in response to the RFP therefore the relevancy of the experience, compatibility of the experience to this RFP and the performance record of the experience is essential. COF may contact one or more references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist COF in determining performance. For each reference, provide the following information in the order listed:

- Name of Entity
- Address (include City, State, Zip)
- Contact Name and Title
- Contact Phone Number
- Contact Email Address
- Contract start/end dates
- Contract description

6. NETWORK REQUIREMENTS

The purpose of this section is to provide COF with an understanding of the Proposer's technical approach to and vision for COFAN. Proposer shall indicate in responses to the section below recommended design and updated equipment information- including the rationale for recommending specific equipment.

6.1 Network Design

Proposer shall review current configuration of COFAN and submit a detailed proposal and design proposal and diagram, including proposed equipment and configurations that meet these requirements:

- (1) Design consists of at least two (2) switches at Markley Group data center
- (2) Design provides redundancy at data center
- (3) Design provides redundancy at WIT and MA Cores
- (4) At minimum, links go from 40G to 100G between Core switches
- (5) Serviceable lifespan for equipment for at least five (5) years (Core switches)
- (6) Design provides for redundant power supplies to Core switches
- (7) Design provides for redundant uplinks to each college from each Core data center
- (8) Ease of access/ transition to Markley Group data center
- (9) Maintains current BGB/ Peering partnerships (Google, Apple, 365)
- (10) Maintains segmented networks for each COFAN customer
- (11) Propose bandwidth increase plans/ opportunities for consideration
- (12) Propose policy and any associated procedures for securing core switch devices from attacks (from outside of network)

Impact on Network Traffic: Proposer shall discuss in detail how the proposed design will ensure from a WAN perspective that all traffic will move between all locations. Contractor shall describe in detail how service attributes will be guaranteed within a service category and the impact to traffic when exchanged between categories, e.g., the differences related to QoS, latency, jitter, packet loss.

Capacity & Growth: COF expects the Contractor to provide adequate capacity for all COFAN Customers' current and future growth, i.e., Contractor anticipates growth and doesn't only respond to COFAN Customer requests but addresses future capacity needs in the proposed design. Proposers may make recommendations for future diversification of network pathways or partnerships with Service Providers that may offer cost savings opportunities to COFAN Customers to consider.

Maintenance and Support Planning: Describe the practices that will be utilized to ensure network health and performance including adequate capacity, predictable throughput, forecasting growth, hardware/software maintenance, including manufacturer product support and replacement planning.

Security: Proposer shall describe its approach to providing security to its customers, specifically addressing the plans, processes and procedures that are being proposed for COFAN. Proposers shall at a minimum address the following:

- Security Policy Statements
- Approach to Risk Analysis
- Security Team Structure

6.2 Equipment Selection, Orders, & Installation

Contractor shall propose replacement for the hardware listed in Subsection 1.3 (Background). Equipment shall be manufactured by a vendor with a proven history of supplying hardware and software for commercial highspeed fiber optic networks. Contractor may submit design and cost proposals for multiple equipment manufacturers which evaluators may consider during the selection process.

Contractor will propose recommended equipment- including the make model and type. COF requires that the Contractor manage all aspects of ordering equipment, receiving, and checking equipment, and transporting the equipment to the COFAN Customer sites. Contractor will drive the project from start to completion- including sharing a timeline and implementation cutover schedule. Contractor must plan for appropriate access to the sites where equipment is to be installed during a time when cutover will be least disruptive to campus activities.

Proposer should describe in detail how proposed installations will be conducted. Responses shall address installation components such as timelines, project management, site surveys and visits, acceptance testing and the coordination of multiple third parties and/ or subcontractors. Contractor will conduct testing of equipment, train on-site COF representatives as needed to host the equipment at each campus location, recommend means to secure equipment at campus facilities, and provide ongoing problem resolution management throughout the installation project. Contractor will regularly communicate with key COFAN stakeholders throughout the implementation process.

6.3 Equipment Maintenance

The Contractor will be responsible for maintaining and servicing all installed COFAN equipment- including diagnosing and troubleshooting issues affecting those devices. The Contractor is responsible for ensuring that routine and preventative maintenance of the devices be conducted to reduce chances of system problems, limit service interruptions, and to help prevent system failures before they happen. Proposer shall describe its current routine and preventative maintenance processes and discuss how those processes will be applied to COFAN equipment. Specific attention should be paid to how updates (both hardware and software) are implemented and the notifications, if any, that will be done for COFAN Customers and third-party subcontractors.

COF expects that the Contractor will manage the problem resolution process from beginning to end using incident reporting and problem management processes. COF requires such communication be available both electronically through one email address and website, and by telephone through one toll-free number, all of which is available 24x7x365/366. The Contractor is responsible for the timely and complete resolution of all repair problems even in a partnering situation with other Service Providers. Contractor will meet the following requirements:

- (1) Network Operations Center manages requests for maintenance, repairs, and replacements
- (2) At a minimum- Contractor will provide Next business day equipment maintenance
- (3) Contractor will provide at a minimum- annual testing and planned maintenance

6.4 Service Inventory

COF requires the Contractor to maintain an inventory of all services and equipment ordered throughout the lifetime of the relationship between COF and the Contractor. Proposer shall explain its ability to deliver this service inventory including how COF and COFAN Customers will access it

6.5 Emergency Break, Fix, Repair

COF requires that emergency repairs (break/fix) be included as part of the COFAN service offering. Such maintenance refers to unscheduled actions performed because of hardware failures or degradation with the Contractor having the responsibility to restore the network equipment to its full working condition. Proposer shall describe its current emergency repair methodologies, support hours (with and without dispatch), activities and tools and discuss how those processes will be applied to COFAN.

6.6 Operational and Service Reports

COF requires both operational and service-related reports. Reports will be used to ensure that all services are delivered and operating as expected. The Proposer shall explain how it will produce or provide the capability for authorized COFAN

Customer staff to produce reports and logs on network activity, health, and analytics, addressing how reports can provide COF with the ability to validate that service level and operational goals are met. Proposer shall submit examples of its recommended reports and logs including timelines for retention of this information and access to on demand reports.

6.7 Network Operations Management

COF requires Contractor to manage all aspects of network operations services for COFAN and meet the requirements listed below.

- (1) Provide tracking and monitoring for all component parts within equipment, maintenance logs for all equipment, and monitoring End of Life, End of Service on all hardware and parts.
- (2) Knowledge and monitoring of supply chain/ product availability for hardware and parts.
- (3) Offer accessible portal with information on all maintenance, alerts, alarms. Provide access to on demand reports
- (4) Reporting- monthly, on demand, and access to real time information on monitoring events
- (5) Maintain communications with all COFAN Customers with incident information and details on what happened, how it was fixed, and any corrective actions
- (6) Coordinate maintenance, repairs, and incident response with third party service providers
- (7) Provide regular reports on bandwidth usage by COFAN Customer, peering, incident reports, configuration changes, ISP usage (%) from each vendor, etc.
- (8) Provide on-site training for Network Manager teams on equipment specifications
- (9) Equipment replacement planning
- (10) Documentation for network designs and changes
- (11) 24/ 7 Monitoring and management
- (12) Provide clearly defined service level agreement terms

6.8 Service Level Agreement

COF requires Service Level Agreements with vendors. Based on its responses in the Technical Matrix, Proposer shall discuss the SLAs it will use to ensure COFAN Customer needs are met for both equipment maintenance and network operations.

- Describe firms service level metrics and standards
- Describe how each metric is measured, monitored, and reported
- Describe the process followed to identify and resolve SLA noncompliance including escalation, credits, etc.

6.9 Transition Planning & Equipment End of Life

Contractor shall assist COF in planning for a transition strategy to upgrade or change equipment at the end of life for the proposed equipment upgrade and for the potential handover of ongoing maintenance or network operations support to another contractor. Proposer shall describe its approach to exit planning and detail policies and procedures to ensure no disruption in the delivery of services at the end of life for the proposed equipment and continuity of services at the end of the network operations management contract term.

6.10 Annual Rate & Technology Review

For the purposes of maintaining consistently competitive pricing for all existing and potentially new services, on an annual basis, the Contractor and COF shall review market prices and technology trends and reflect such changes by reducing contract pricing and improving service level terms to reflect the current environment. Review and adjustments will occur, at a minimum, on an annual basis regardless of the current contract term i.e., initial term or potential, subsequent multi-year extensions. Proposer shall describe how it delivers cost savings to its customers when changes to the market and technology provide reductions in Proposer's operational costs, e.g., cost protection.

7. VALUE ADD AND OPTIONAL SERVICES

COF understands that technology is evolving rapidly and that throughout the life of the maintenance Contract and the lifetime of the proposed equipment, new technologies may become available to commercial customers. Accordingly, Proposers are encouraged to submit service descriptions and technical specifications for services that are extensions of the services within this RFP or services that are within the scope of this RFP. Submission of this information does not obligate the COF to purchase the service, although the COF may seek to include additional service types under the Contract where it makes both technological and financial sense. Proposers may provide creative enhancements or business model improvements that have not been addressed previously in this document. Possible options could include:

- Plans for additional diversification of the network
- Additional network firewalls for each COFAN Customer to consider

Financial details of each service shall be submitted as part of Proposer's Cost Proposal. Number each additional service as 7.1, 7.2, 7.3, etc. For each product or service proposed, the Proposer shall provide:

- (1) A description of product or service
- (2) High-level requirements
- (3) Implementation approach

8. COST PROPOSAL

8.1 Cost Proposal Submission

Proposers are responsible for entering cost data in the format prescribed by Attachment D - Cost Proposal Workbook. Further instructions for entering cost data are included in the worksheets. It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total cost worksheet proved accurately reflects costs.

8.2 Price Guarantee

All pricing must remain firm for ninety (90) days from the date of the RFP bid due date. Exceptions are changes to fees (or new fees) required by regulators to be passed on to customers (this does not include administrative surcharges from the Contractor to recoup the cost of charging regulatory fees), increases in discounts and/or reductions in pricing, all of which must be sent in writing to the COF Contract Administrator for COF approval.

8.3 Inherent Costs

Proposal prices shall take into consideration all inherent costs of providing the services described in the RFP. Proposer is responsible for paying all travel costs including, but not limited to, round-trip travel, meals, and parking. COF shall not pay any additional charges beyond the prices listed in the Cost Proposal.

REQUIRED SUBMISSION FORMS

The following forms are required:

- RFP Cover Sheet
- Attachment A – Technical Requirements Matrix
- Attachment B – Administrative Requirements
- Attachment C – Cost Proposal Workbook
- Attachment D - Service Provider/ Subcontractor Listing

APPENDICES

The following are additional documents to aid Proposers to understand the current configuration, capacity, and architecture of COFAN:

- Appendix 1 – COFAN Logical Diagram
- Appendix 2 – COFAN As Built Fiber Pathway Diagram
- Appendix 3 – FY21 COFAN Usage Report