

REQUEST FOR PROPOSALS
FEASIBILITY STUDY FOR MILTON'S
FIBER OPTIC INSTITUTIONAL NETWORK
(INET)

PROPOSALS DUE: _____, 11:00 A.M. LOCAL TIME

LATE SUBMISSIONS WILL BE REJECTED

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1. INTRODUCTION

The Town of Milton (the Town) seeks proposals from qualified respondents to outline, in a written study, the scope of work to construct a new, fiber optic institutional network (INET).

Similar to a municipal broadband feasibility study, but with a narrower scope – limited to replacement of the current INET - the Town intends to construct a new INET, fully owned and controlled by the Town, using state of the art technology. The new network will replace the existing INET, which for the past seventeen (17) years has been the primary data and communications network for the Town's municipal operations (including among other functions first responders and public schools).

The primary goal of the Town's new INET is to support current and likely future data communication by the organizations that are using the current INET. A secondary goal is to create municipal infrastructure that could be a foundation for future services to residents, businesses, and others in the Town who are not served by the current INET.

The functional and technological capabilities of the envisioned network should support the possibility for other uses on the horizon, both for municipal opportunities (e.g. more comprehensive first responder communications, educational services for the public schools, healthcare services for local elderly communities, leasing dark fiber to third-parties), as well as possible expansion to support a Town-wide residential broadband network.

RECEIPT OF PROPOSALS:

Sealed Proposals will be received at the Procurement Office, Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186, until _____ on _____, 2018, at which time all proposals shall be opened in accordance with Chapter 30B, Section 6 of the Massachusetts General Laws. The clock in the Purchasing Office shall be official.

If a Proposer downloads the Request for Proposals (RFP) from the Town's website, the Proposer must make it known that the Proposer has done so, by filling out the form on the Town website. It is the sole responsibility of the Proposer downloading the RFP to ensure he/she/it has received any and all addenda prior to the Proposal opening. Addenda will be emailed to the Proposer and will be posted on the Town's website.

FORM OF PROPOSAL:

Proposals shall be submitted on the Proposal form provided. No change shall be made in the phraseology of the Proposal or in the item or items mentioned therein. Proposals shall contain the

name and proper address of the Proposer and shall be signed; if the Proposer is an individual, by her/him personally; if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. Proposals which are not complete, or contain any omissions, erasures, alterations, additions, or irregularities of any kind, may be rejected as informal.

SUBMISSION OF PROPOSALS:

Proposals shall be submitted in two (2) sealed envelopes, one (1) containing the Price Proposal and one (1) containing the Non-Price Proposal. The sealed envelopes shall be marked "Price Proposal Milton INET Feasibility Study 2018" and "Non-Price Proposal Milton INET Feasibility Study 2018", respectively.

Proposals shall be delivered to:

Arlyn Zuniga, Chief Procurement Officer
Milton Town Office Building
525 Canton Avenue
Milton, MA 02186

The outside envelope should contain the name and address of the Proposer, date and hour of the opening and Proposal name.

Proposal Withdrawal – Any Proposer may withdraw his/her/its Proposal by written request at any time prior to the advertised time of opening. Proposals, amendments to Proposals or withdrawals received by fax will not be accepted. No Proposal may be withdrawn for a period of thirty (30) days following the date and time of the Proposal opening Saturdays, Sundays, and legal Holidays excluded, unless by mutual consent of the Town and such Proposer. Proposals received prior to the time of the opening will be securely kept unopened. No responsibility will be attached for the premature opening of a Proposal not properly addressed.

Addenda – If any changes are made to the Request for Proposals, an addendum will be issued. Addenda will be emailed to all Proposers on record as having picked up or downloaded the RFP and the Proposer shall be responsible for ensuring that all addenda are received prior to the Proposal deadline. The Town will require acknowledgement of any addenda issued to be included on the Proposal form.

Each Proposal shall be submitted in accordance with the RFP in order to be considered for award.

The Town will NOT reimburse Proposers for any costs incurred in preparing Proposals.

Submission of a Proposal shall be conclusive evidence that the Proposer has examined this RFP and is familiar with all the conditions of this RFP and the Contract included with this RFP. Upon finding any discrepancy in this RFP, Proposer will notify the Town immediately so that any necessary addenda may be issued. Failure of a Proposer to investigate completely this RFP

and/or to be thoroughly familiar with this RFP shall in no way relieve any such Proposer from any obligation with respect to the Proposal.

By submission of a Proposal, the Proposer indicates acceptance of all terms and conditions of this RFP, and agrees that if his/her/its Proposal is accepted, then it shall enter into a Contract with the Town which incorporates all of the requirements of this RFP.

After the Proposal due date, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. If a mistake is clearly evident on the face of the Proposal, the mistake will be corrected to reflect the intended correct Proposal, and the Proposer will be so notified in writing. The Proposer may not withdraw the Proposal. The Town reserves the right to cancel this RFP, or to waive any informality in or to reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

All proposal prices submitted in response to this RFP shall remain firm for thirty (30) days following the Proposal due date.

2. BACKGROUND

The current INET (“old INET”) is owned and controlled by Comcast. For the past ten years Comcast has supported old INET free of charge, but has recently notified the Town that it wishes to end the current arrangement.

Old INET is a six (6)-strand, hybrid coax-fiber (HCF) star-schema network currently connecting nineteen (19) municipal and community anchor institutions (CAI).

[Network diagram here] OR Link from our GIS dept. linking to layered map showing current INET

The Feasibility study should design a new INET. Although the new INET will serve all the same institutions as the old INET, it does not need to otherwise match the old INET. In particular, it is NOT required – and is probably undesirable – for the new INET to have any similarity to the old INET in terms of topology, number of strands, or other technical details.

2. A. CURRENT INET – CONNECTED BUILDINGS

The following table lists buildings and facilities connected by the current INET:

Municipal Buildings
Town Office Building: 525 Canton Ave
Dept. of Public Works: 629 Randolph Ave
Milton Cemetery: 211 Centre St
Milton Council on Aging: 10 Walnut St

Public Safety
Police Station: 40 Highland St
Central Fire Station: 515 Canton Ave
Atherton Fire Station: 815 Blue Hill Ave
East Milton Fire Station: 525 Adams St
Present or Former Libraries
Central Library: 476 Canton Ave
Milton Art Center: 334 Edge Hill Rd
Kidder Building: 101 Blue Hills Parkway
Schools
Milton High School: 25 Gile Rd
Pierce Middle School: 451 Central Ave
Cunningham Elementary: 44 Edge Hill Rd
Collicot Elementary: 80 Edge Hill Rd
Tucker Elementary: 187 Blue Hills Pkwy
Glover Elementary: 255 Canton Ave
Milton Academy (private school): 170 Centre St
Non-municipal buildings
Cunningham Hall: 77 Edge Hill Rd

These addresses are intended to locate the building or institution generally; the existing (old INET) network connection may not be at the specific street address listed. In general, the new INET should connect each institution identically (same building, same location in that building) as the old INET.

Although changes of connection point are discouraged, they are allowed. Changes to the connection point can be justified by necessity (the old connection point is not usable for the new INET) or by advantage (moving the connection point improves some aspect of the network itself or the institution's use of the network). In any situation where the connection point of the new INET does not match the connection point of the old INET, the report should both highlight the move and explain the reason for the move.

Other significant institutions in the Town that are not covered by the old INET: <<< We should decide which, if any, should be included as possibilities for a new INET >>>

Hospital:

- Beth Israel Deaconess Hospital – Milton: 199 Reedsdale Rd

Higher Education:

- Curry College: 1071 Blue Hill Ave
- Laboure College: 303 Adams St

Private Schools:

- St. Mary of the Hills School: 250 Brook Rd
- Delphi Academy: 564 Blue Hill Ave
- Fontbonne Academy: 930 Brook Rd
- St. Agatha School: 440 Adams St
- Thacher Montessori School: 1425 Blue Hill Ave

2. B. CURRENT INET – USES

The following list of use cases is intended to indicate the scope and significance of the INET in its current usage. The new INET must support at least this collection of existing use cases.

Note that this list is NOT intended to be a complete specification of all current or likely near-future INET use cases. A new INET should allow for use cases beyond this specific set.

Town uses [from James Sgroi, Technology Director for the Town]:

Voice Over Internet Telephony Phone System – All Town Departments
Internet Access
Town Office Building & Police Security Camera Network
Police - Street Camera Network
School To Police Security Camera Network
Town Data Network / File Sharing & Email
Access By All Town Departments To Virtual Server Environment Located At Town Hall
Data Backup And Offsite Disaster Recovery
Police / Fire - Radio Traffic
Engineering Department Use For File Sharing and All GIS Graphical Information For Access By Departments

School Department uses [from Robert Pattison, Technology Director for Schools]

Internet access
file storage and transfer between buildings
security cameras
backup and disaster recovery
VoIP phone system
software sharing with Town Office Building
food service point of sale system
language lab software

student information system software
Microsoft Active Directory server/clients
library management software
solar panel data
HVAC control system
card access control security
MCAS and other standardized testing
Chromebook, iPad, other wireless device communication
building to building walkie-talkie
CIPA content filter

2.C. CURRENT INET – MILEAGE

In Comcast’s FCC Rate Forms (1240s) filings, Comcast lists on the “Franchise Related Costs” sheets, and INET mileage of “23 miles”.

<<< see previous comment about link to GIS map >>>

3. PROJECT SCOPE AND CRITERIA

The Town seeks firms that:

- Are capable of meeting or exceeding the study’s aggressive timeline, with delivery no more **<<< six (6) weeks >>>** from signed contract. Proposals agreeing to a shorter completion schedule will be looked upon favorably.
- Can demonstrate past performance and experience on similar studies (i.e. fiber optic municipal broadband networks).

In order to be considered, responses must adequately address all required scope items detailed below:

1. Evaluate Town’s current network capabilities

Perform a technical and financial evaluation of the Town’s existing data communication services, in all forms, including:

- a. Old INET
- b. Any other networks the Town owns and/or operates. For example: fire alarm system, police alarm system, traffic signal network
- c. Any other data communication services used by the Town, including the schools. For example: Comcast internet access used in Town Office Building.

Part of the report on capabilities should be a Network Map, representing the geographic and topological capabilities of the town’s existing networks.

The Town’s GIS department will provide an interactive map as part of this RFP as a starting point for the proposed study.

2. High Level Needs Assessment

Gather, evaluate and analyze information from representative INET users via scientific and statistically valid evaluation methods. The needs assessment should include current uses and future needs of these users.

3. Assess Town’s rights to utility poles access and attachments

- a. Design possibilities should take into account the Town’s rights on Eversource’s and Verizon’s utility poles
- b. Town fire alarm system: An existing fire alarm system is operated and maintained by the Town, and covers a substantial fraction of the Town. A smaller police alarm system coexists with the fire alarm system in some parts of Town. Can the Town take advantage of the existing alarm systems, in that it may be possible that a new INET could reuse the space currently used on poles for the fire alarm system?
- c. Attachment costs

4. Business Model Options

5. High Level Network Design

The network design should be targeted at INET replacement. Its costs and construction timeline should be driven primarily by the need to accommodate the Town’s current data and communication needs when Comcast’s support of the INET is discontinued.

However, the new network design should not duplicate the INET’s current topology, nor its relatively limited capacity. For example, the current INET design is a star-schema, an outdated design, whereas current industry best practices suggest employing a redundant ring design to connecting the various town sites.

Regarding the level of detail of a “high level network design”, the Town of Milton is requesting less than what an actual blueprint necessary for construction would provide, but still provides enough detail:

- 1) To be understood by a reasonably well-informed layperson,
- 2) To be meaningful to a network engineer (e.g. cabling, equipment),
- 3) To show the geographic footprint (i.e. a network map).

4. MINIMUM REQUIREMENTS FOR PROPOSAL SUBMISSION

Based on the information provided in the project scope, the Proposal should include the following components, organized accordingly:

A. A Non-Price Proposal which includes:

- 1. Name and contact information of firm;

2. Brief resume of principals and of the staff to be assigned to the study;
3. List of projects which would best illustrate qualifications for the study. References must be included;
4. Names of engineers and other consultants that may be used for the study;
5. A clear and concise statement of the Proposer's ability to comply with the Project Scope and Criteria set forth in Section 3 above. The Proposer should describe the process and methodology to be used in the completion of services with specific reference to examples of similar projects in which this methodology has been used;
6. Statement of any legal or administrative proceedings pending or concluded adversely to the applicant within the past five (5) years which relate to the applicant's performance of this type of work;
7. Appropriate certificates of insurance;
8. Demonstration that the firm has the financial capacity to fulfill its obligations if awarded the contract;

B. A Separate Envelope Containing a Price Proposal

See ATTACHMENT A

5. EVALUATION PROCESS

Any Proposal which fails to meet any of the minimum submission requirements will be rejected as non-responsive. In addition to the minimum submission requirements, the Town will consider the following Comparative Evaluation Criteria. These matters shall be addressed in the Proposal and will be explored further in any interview with the Proposer.

5.1 COMPARATIVE EVALUATION CRITERIA

a. Minimum Evaluation Criteria

In order to be considered a responsive and responsible Proposer, a Proposal shall comply with the Minimum Requirements for Proposal Submission set forth in Section 4 above.

b. Comparative Evaluation Criteria

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

- a. Highly Advantageous – the proposal exceeds the standards of the specific criterion;
- b. Advantageous – the proposal fully satisfies the standards of the specific criterion;
- c. Not Advantageous – the proposal does not fully satisfy the standards of the specific criterion, or is incomplete and/or unclear.
- d. Unacceptable – the proposal does not submit any information responsive to the criterion.

1) Quality and Depth of Work Experience

Highly Advantageous – The proposal demonstrates completion of five (5) or more comparable studies during the past five (5) years.

Advantageous – The proposal demonstrates completion of at least two (2), but less than five (5), comparable studies during the past five (5) years.

Not Advantageous – The proposal demonstrates completion of one (1) comparable study during the past five (5) years.

Unacceptable – The proposal demonstrates completion of no comparable studies during the past five (5) years.

2) Qualifications of the Proposer

Highly Advantageous – The Proposal demonstrate(s) that the Proposer has superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate professional experience well beyond the minimum requirements.

Advantageous – The Proposal demonstrate(s) that the Proposer has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate professional experience that meets or exceeds the minimum requirements.

Not Advantageous – The Proposal does not demonstrate that the Proposer has adequate training, educational background and work experience appropriate to the work described herein.

Unacceptable – The Proposal does not indicate any training, background or work experience meeting the minimum requirements.

3) Overall project Understanding and Approach. The Town seeks to partner with a firm that understands the Town’s goals for the project: the creation of a high-level plan to construct a backbone broadband network that will serve as the Town’s INET and that can

later form the core of a potential Town-wide network delivering additional services to businesses and/or households. Respondents should demonstrate their understanding of the project and its goals, and respond with sufficient detail that will provide the Town with a high degree of confidence that the study will capture the proper scope of work and cost estimates to build our new INET.

Highly Advantageous – The Proposal demonstrates a superior approach to the subject material and a superior understanding of the project and its goals.

Advantageous – The Proposal demonstrates an acceptable approach to the subject material and an acceptable understanding of the project and its goals.

Not Advantageous – The Proposal does not demonstrate an acceptable approach to the subject material and an acceptable understanding of the project and its goals.

Unacceptable – The Proposal does not demonstrate any understanding of the project and its goals.

4) Previous experience with or access and rights to utility poles. Familiarity with issues related to make-ready, as well as the specifics of law and regulation pertaining to municipal access to utility poles in Massachusetts.

- **Highly Advantageous** - Completion of more than two (2) relevant studies or publications in the past twelve (12) months.
- **Advantageous** - Completion of two (2) relevant studies or publications relating to utility attachment in the past twelve (12) months.
- **Not Advantageous** – Completion of one (1) comparable study in the last twenty four (24) months.
- **Unacceptable** – Has never completed a relevant study or publication.

5) Overall Quality of Client References

Highly Advantageous – All references contacted spoke favorably of the work performed by the Proposer and would use the Proposer again for similar work without hesitation.

Not Advantageous – One (1) or more references stated that there had been difficulty with the Proposer’s ability to deliver the contracted services and deliverables.

Unacceptable – No references spoke favorably of work performed by the Proposer.

6. GENERAL PROVISIONS

1. The proposal, and any subsequent contract for services, shall be governed by and construed in accordance with applicable Massachusetts law.
2. Upon submission, all proposals will become the property of the Town and will be subject to disclosure in accordance with the Massachusetts Public Records Law.
3. The Town is an Affirmative Action/Equal Opportunity Employer. The Town encourages applications from qualified MBE/DBE/WBE firms.
4. The selected Proposer shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and in the minimum amounts required herein, and subject to the further provisions of the Contract.
 - a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
 - b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
 - c. Automobile Liability Insurance, coverage all leased, owned, non-owned, and hired vehicles – Combined single limit of \$1,000,000.
 - d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
 - e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
 - f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

5. Indemnification: The successful applicant shall agree to indemnify and hold harmless the Town of Milton and its officers, boards and employees, and the Milton Selectmen, from and against all claims, causes of action, suites, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful Proposer or its officers employees, agents and representative regarding the services to be performed.

6. Compliance: The Proposer shall comply with all federal, state and Town laws, by-laws, rules and regulations as amended which are applicable to the Proposer’s obligations under the Contract.

7. CONTRACT AWARD

The Town may schedule interviews with the three highest scoring firms or individuals. The Town will rank the finalists based on consideration of the minimum requirements for Proposal submission, the Comparative Evaluation Criteria, and the interview (if applicable).

The Town will begin discussion of final scope of services and fee negotiations with the top ranked firm or individual. If unsuccessful in the negotiations, the Town may attempt to negotiate with the next higher ranked Proposer (and repeat that process) until successful. If negotiations with one or more of the Proposers prove unsuccessful, the Town may reject all Proposals and may choose to re-advertise for the INET feasibility study if deemed in the best interest of the Town to do so. The selected Proposer will be required to execute the Town’s standard Contract. It is the Town’s intent to finalize and execute all contract documents with the selected Proposer by _____.

8. SCHEDULE

Event	Date
RFP Released	
Questions due by 5pm Eastern	
Optional Notification of Intent to Respond	
Responses to Questions Posted on town Website	
RFP Responses due by 5pm Eastern	
Award Announced	

9. QUESTIONS AND INQUIRIES

Prospective respondents should email questions to the Chief Procurement Officer by the dates noted in the schedule in Section 8. Responses to questions that involve a change or

interpretation to the RFP will be issued in writing and emailed to all parties that have expressed an intent to respond to the RFP. Only written responses to questions will be considered binding.

10. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer shall provide services as an independent contractor with the Town, and not as an employee of the Town. The Successful Proposer and his/her/its employees shall not be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11. CRIMINAL BACKGROUND SCREENING

For each employee of the Successful Proposer who is performing services under any Contract awarded by the Town, the Successful Proposer shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Proposer's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Proposer to provide such information to the Town, the Successful Proposer shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

12. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Proposer is prohibited on Town property which is the subject matter of this RFP and during all hours of work under any contract with the Town. If any officer, employee, agent, or representative of the Successful Proposer violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Successful Proposer shall not be permitted to return to work under any contract with the Town. Under such circumstances, the Successful Proposer shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any contract with the Town.

13. NO SMOKING/USE OF TOBACCO PRODUCTS

Pursuant to M.G.L. c. 270, §22, the Commonwealth of Massachusetts Smoke free Workplace Law, the Successful Proposer, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building.

14. INDEX OF ATTACHMENTS

Attachment A - Price Proposal Form

Attachment B - Certificate of Non-Collusion

Attachment C - Certificate of Tax Compliance (M.G.L., c.62C, §49A)

Attachment D - Conflict of Interest Certification (M.G.L. c.268A).

Attachment E - Certificate of Corporate Proposer

Attachment F - Certificate of Compliance with M.G.L. c. 151B

Attachment G - Certificate of Non-Debarment

Attachment H - Form of Contract

ATTACHMENT A
TOWN OF MILTON
PRICE PROPOSAL FORM

*A separate envelope
(To be submitted in Envelope B)*

The undersigned Proposer hereby submits a price proposal for the procurement of professional consulting engineering services for a feasibility study for the Town of Milton's Fiber Optic Institutional Network (INET).

Printed Name of Proposer:

Address: _____

Total price of Services Provide*: _____ dollars and _____ cents

(\$_____.__) (Write out in both words and numbers.)

To assist the Town in the review of the price proposal it is recommended that the Proposer provide in sufficient detail a breakdown of costs per task as described in the Project Scope and Criteria. However, for purposes of overall price evaluation, the total price shall be used.

The undersigned Proposer hereby proposes the following rates for the provision of all required services outlined in this RFP:

Town of Milton Massachusetts

Direct Labor (by labor categories)	Hourly Invoice Rate
Principal	\$
Project Manager	\$
Project Engineer	\$
CAD Operator	\$
Clerical	\$
Resident Project Representative	\$
Other (Specify)*	\$
	\$

All Hourly Invoice Rates shall include all overhead, profit and all actual costs to the Town of Milton.

** Provide a separate sheet of paper if more space is needed for additional labor categories.*

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name _____

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Tel. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in MA _____

TOWN OF MILTON

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

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

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF MILTON

ATTACHMENT C
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____
(Signature)

Printed Name

Printed Title

Date

TOWN OF MILTON

ATTACHMENT D

CONFLICT OF INTEREST CERTIFICATION

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF MILTON

ATTACHMENT E

CERTIFICATE OF CORPORATE PROPOSER

I, _____, certify that I am the Clerk of the Corporation named as Proposer in the attached Proposal Form; that _____, who signed said Proposal on behalf of the Proposer was then _____ of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Proposer is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

TOWN OF MILTON

ATTACHMENT F

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Proposer hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Name of Proposer

Address of Proposer

Telephone Number _____

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF MILTON

ATTACHMENT G
CERTIFICATE OF NON-DEBARMENT

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Town of Milton within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Proposer

Address of Proposer

Telephone Number

By: _____

(Signature)

Printed Name

Printed Title

Date

TOWN OF MILTON

ATTACHMENT H
FORM OF CONTRACT

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL CONSULTING SERVICES FOR A FEASIBILITY STUDY FOR MILTON'S FIBER OPTIC INSTITUTIONAL NETWORK (INET)

This Contract is made as of this _____ day of _____, 2018, by and between the Town of Milton, Massachusetts, with an address of Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186, acting by the Milton Board of Selectmen (hereinafter the "Town"), and _____, a _____ organized under the laws of _____, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide professional consulting services for a Feasibility Study for Milton's Fiber Optic Institutional Network (INET), as set forth in the Request for Proposals for the Procurement of a Feasibility Study for Milton's Fiber Optic Institutional Network (INET) ("RFP"), issued by the Board of Selectmen of the Town of Milton, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendering of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the date set forth in the first line of the first paragraph above and shall end one (1) year later. In the sole discretion of the Town, the term of this Contract may be extended for one (1) or two (2) one (1)-year renewal periods.

4. Incorporation of the RFP/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- Highest Priority: Amendments to Contract (if any)
- Second Priority: Contract
- Third Priority: Addenda to the RFP (if any)
- Fourth Priority: RFP
- Fifth Priority: Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and therefore miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Milton law applicable to its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance, \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a claims-made basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Milton Town Administrator, Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186 before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- i. The Contractor shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:

- (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
or
- (2) is not authorized to provide insurance as an excess or surplus lines insurer,
and does not have a current Best's rating of A or better.

k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is rendering services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Milton Town Meeting of sufficient money to fund the Contract. Should Milton Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, each notice required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Michael D. Dennehy, Town Administrator
 Milton Town Office Building
 525 Canton Avenue
 Milton, MA 02186

If to the Contractor:

21. License

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this Contract, including the right to use same on any other project of the Town, without additional cost to the Town; and with respect thereto, the Contractor agrees and hereby grants to the Town an irrevocable royalty-free and nonexclusive license to all such data, which he may cover by copyright, and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall obtain similar irrevocable royalty-free nonexclusive licenses from the Contractor's consultants consistent with this Contract.

22. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.

Town of Milton Massachusetts

- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Milton, Massachusetts

(Printed Name of Contractor)

by: the Milton Board of Selectmen

by:

Richard G. Wells, Jr., Chairman

Signature

Michael F. Zullas, Vice Chairman

Printed Name

Melinda A. Collins, Secretary

Printed Title

Kathleen M. Conlon, Member

Anthony J. Farrington, Member

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Milton Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Amy Dexter
Town Accountant, Town of Milton

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

John P. Flynn, Esq.
Town Counsel

Dated: _____

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
_____ (Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____, _____;
(Name) (Title)

_____, _____; or
(Name) (Title)

_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

Town of Milton Massachusetts

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

APPENDIX 1: BROADBAND COMMITTEE'S PRESENTATION TO BOARD OF SELECTMEN

The following is a copy of the Municipal Broadband Committee's presentation to Milton's Board of Selectmen, given on June 25, 2018.

To: Board of Selectmen, Town of Milton
From: Municipal Broadband Committee
Subject: Request for Funding of Design Study
Date: June 25, 2018

Executive Summary

The Municipal Broadband Committee is charged with examining the feasibility for the Town of Milton developing and operating its own broadband network. The committee has evaluated several strategic options via online research and meetings with leaders of the other towns' broadband organizations and meetings with several consulting organizations.

Our work has led us to these conclusions:

- After meeting with several local municipal broadband operations (e.g. Concord, Leverett, Braintree, Norwood) as well as several consulting organizations, the committee recommends that the Board of Selectmen develop an RFP for a "Mile-High" study that will examine and validate the recommendations of the committee.
 - Crucially, we believe such a study will be instrumental during the town's current negotiations with Comcast, for reasons elaborated in the next bullet point.
- There is a pressing need to consider the current status and future requirements for the town's Institutional Network (INET). Comcast is supporting the INET under the current contract that is expiring in October. There are serious questions about the condition of the current technology and the costs to replace and enhance the current INET. Because the INET is a key element of the Comcast negotiation and because the committee believes that there is a significant opportunity to substantially improve the INET, both in the short and long terms, we recommend that the town's near term efforts be focused on this topic.

- With regard to a town-wide residential broadband network (a.k.a. “fiber-to-the-home”, or FTTH, denoting the use of fiber optic technology to carry these services):
 - given the urgent need to immediately address the town’s INET;
 - given that the market for residential video programming, high-speed Internet and other broadband services is rapidly evolving, necessitating a careful and prudent planning process;
 - and given the high-cost of building such a network;the committee strongly recommends that any decisions on town-wide, FTTH, municipal broadband network should be deferred until after the immediate needs of the town’s INET are met.

Methodology

To fulfill our charge, the Municipal Broadband Committee’s primary approach entailed 1) examining the status of municipal broadband networks both locally and nationally, and 2) examining the role of Milton’s INET in serving government offices and schools.

We’ve held 10 public meetings between 3/5/2018 and 6/18/2018. Our deliberations included research as well as inviting expert guests to address the committee (11 experts in total): some who have built municipal broadband networks, and others who currently operate municipal broadband networks in Massachusetts. In addition to these guests the committee chair also interviewed another 23 experts.

Please see Appendices 1 & 2 for a complete list of meetings and experts the committee has met with.

Summary of Findings

- Within the purview of the committee’s charge to explore the possibility of building a municipal broadband network, we have found that these networks typically fall into two broad categories:
 - Institutional networks that are used for municipal data and broadband operations, and may include other non-municipal entities (much like Milton’s current INET);
 - Residential networks providing TV/telephone/Internet services to residents.
 - Some clarification: going back to the 1970’s, cable companies like Comcast built cable TV networks in communities under the auspices of

franchise agreements. At first these networks only delivered video programming, in time began offering telephone services, and by the late 1990's began offering Internet services too (hence the so-called "triple play" offerings you see from cable companies). From the early 2000's until today it's common to use the term "broadband network" to describe cable companies' cable TV networks, since they offer access to the Internet as well as video programming like ESPN and HBO.

- The lion's share of broadband networks, both nationally and in Milton, employ cable TV companies' dated coaxial cable technology, which is widely recognized as not being capable of handling the exponential rise in data expected to be generated and consumed in the coming years.
- In Milton, one commercial provider of broadband network services (Comcast) offers high-speed Internet services for the entire town. A second provider (RCN) offers similar services to selected neighborhoods. Verizon does not currently offer its broadband FiOS service in the Town, and has given no indication that it plans to do so. Therefore, Comcast enjoys a near monopoly in residential broadband services as well as being the sole provider for the town's INET.
- The commercial providers' existing broadband network outside plant (i.e. wires) uses both underground and aerial conduit, the latter distributed on utility poles owned by either Eversource or Verizon.
- Attaching new equipment and cables to the poles requires a negotiated license with the pole owner.
 - Quick note, elaborated below: the Town currently has a fire alarm system carried on Eversource's and Verizon's poles, and may have legal rights for the use of that space on these poles.
- Separate from these commercial services, Comcast also currently operates a dedicated network (the INET) that connects key sites for the town: town hall, the public schools, police and fire stations.
 - Comcast also owns the town's INET, thereby limiting the town's flexibility to enhance and expand services and capabilities.
- While these two network categories (institutional and residential) often use similar technologies, they employ very different economic models and present differing operational issues.

- Broadly speaking, it is easier to successfully develop and operate an institutional network and much harder and more costly build, market, and manage a residential network.
- The next Comcast contract is very likely to exclude the support and maintenance of our INET. Untimely disconnection or diminished technical support of INET services could cause major disruptions to the town's data and high speed Internet infrastructure.
 - Because of this it is likely that the town will have to replace all of its current network/Internet services for town offices and the schools.
 - The town would have to decide between building its own INET or contracting for these services from a commercial provider resulting in a new recurring expenses that is not currently anticipated in the town's budget.

Recommendation

- The data gathered to date suggests that Milton should focus on developing an institutional network, while allowing for the potential for that network to be usable as the backbone for possible future residential networks.
- **Accordingly, we are proposing that the Board of Selectmen issue an RFP for a professional study of a municipal broadband network for the Town to further explore and validate the committee's initial assumptions.**
 - Such a study (colloquially referred to as a "mile high" study) would establish the feasibility and likely cost for building a municipal broadband network.
 - In light of the urgency presented by Comcast's likely abandonment of INET support in the next franchise agreement, we also urge that the RFP be developed and issued as soon as possible.
- We believe that the "mile high" study we envision should cost no more than \$30,000.
- The study's cost will be a function of how much work we ask the consulting firm to do, so the final number may be less than the committee's estimate.

Summary of Issues for Study

There are several well-established consulting firms that focus on municipal broadband projects. We seek a high-level study of options and best practices for providing appropriate network solutions for Milton.

The study we envision would, at the least, provide a high-level network design, a construction timeline, and estimates of costs for both construction and operation. Such costs would include but not be limited to construction labor, network components (e.g. cabling, electronics), utility pole “make ready” tasks, and estimates for ongoing network operation and maintenance.

Our committee discussions have identified certain elements that are specific to our situation and should be explicitly called out in the RFP and ensuing study:

1. As an alternative to purchasing commercial network services from Comcast into the indefinite future to support town operations on the INET, Milton should instead build a replacement for INET that it would own and operate. Similar projects in other towns have had short payback periods (typically 4 years or less).
2. The network design should be targeted at INET replacement, as opposed to building a residential broadband network. Its costs and construction timeline should be driven primarily by the need to accommodate the Town’s current data and communication needs when Comcast’s support of the INET is discontinued.
3. However, the new network design should not duplicate the INET’s current topology, nor it’s relatively limited capacity. For example, the current INET design is a star-schema, an outdated design. Current industry best practices suggest employing a redundant ring design to connecting the various town sites.
4. Design possibilities should take into account the town’s rights on Eversource’s and Verizon’s utility poles. For example, we might be able to take advantage of the town’s existing fire alarm system, in that it may be possible that a municipal broadband network could reuse the space currently used on poles for the fire alarm system.
 - a. If this is do-able, then Milton would then be able to use the new broadband network to run the new fire alarm system.
5. We have nearby towns (Braintree and Norwood) that currently operate municipal broadband networks and are keen to be considered as potential partners or operators for a broadband network in Milton.
 - a. The model of collaboration and/or partnership with neighboring municipalities is already a viable one in Massachusetts (e.g. Leverett and Holyoke), and offers unique advantages to a town like Milton not otherwise available were we to not pursue this option.

6. The functional and technological capabilities of the envisioned network should support the possibility for other uses on the horizon, both for municipal opportunities (e.g. first responder communications, educational services for the public schools, healthcare services for local elderly communities, leasing to third-party operators), as well as possible expansion to support a town-wide residential broadband network.
7. The study should consider potential public private partnerships with the caveat that the town of Milton retain ownership and control over any resulting broadband network.