A. INSTRUCTIONS

Information provided in these specifications is to be used only for the purposes of preparing a proposal to provide services to the University of the Virgin Islands (UVI). It is further expected that each bidder will read these specifications with care, for failure to meet certain specified conditions may invalidate the response.

Bidders are required to carefully examine the site, all drawings, Bidding Requirements, Contract Forms and Technical Specifications prior to submitting their quotation.

Contractors will not be given extra payments for conditions which can be determined by examining the site and documents. The bidder is aware of the nature and location of the work and of the general and location conditions of the Owner's different sites. The bidder has gained full knowledge of the working conditions and other facilities which will have bearing on the performance of bidder's work. All outside plant cable, inside wire and miscellaneous system and station hardware and software required for the completed installation is the responsibility of the bidder. Any failure by the bidder to acquaint himself with all the available information does not relieve the Bidder from any responsibility for properly performing the work. NO ADDITIONAL CHARGES UNDER THIS AGREEMENT WILL BE RECOGNIZED BY THE OWNER FOR CONDITIONS INCREASING THE VENDOR'S COST WHICH WERE NOT KNOWN TO, OR APPRECIATED BY, VENDOR WHEN SUBMITTING THIS PROPOSAL.

Unless otherwise called for in the specifications, all materials are to be new, current model, and of best quality as measured by accepted standards of the trade, and any defects in any material may cause its rejection. Wherever manufacturer's trade or brand names appear in the specifications, it is to be assumed that equal products will be considered unless otherwise specified by the Owner. The use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Any bidder proposing equal products must submit with quotation response complete information, including manufacture's data sheets and pictures depicting proposed equals. Failure to do so may cause rejection of quotation in part or in its entirety. The Owner will be sole judge of what is equal. Bidder is responsible for specifying the brand and model number of the product offered in his quotation. Quotations not specifying brand and model shall be considered as offering the exact product specified. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the Owner.
UVI reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to UVI. UVI also retains the right to rebid the proposal or withdraw the project if it is deemed in the best interest of the University. **Price shall not be the sole criterion of award.**

Qualifications and the ability of the bidder to complete this project by the time specified shall also be given significant consideration.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Requests for additional information clarifying the specifications should be directed in writing to Mr. Eric A. Christian, Purchasing Department, University of the Virgin Islands, 2 John Brewers Bay, St. Thomas, Virgin Islands 00802-9990 by e-mail at eric.christian@uvi.edu

**B. TIMETABLE – KEY DATES**

- Last day for written clarification: Tuesday March 13, 2012
- Responses to questions: Tuesday March 20, 2012
- Proposals will be accepted at UVI no later than 3:00 pm: Tuesday April 17, 2012

**C. PREPARATION OF PROPOSAL**

Proposals are to be submitted in triplicate. Proposals may be submitted electronically in PDF. Vendors are responsible to confirm receipt of the complete proposal by the Purchasing Office and that all files are readable by the University.

**D. SUBMISSION OF PROPOSAL**

All interested parties shall submit proposals in triplicate. Three (3) sets of proposals are to be delivered to UVI no later than 3:00 pm on April 17, 2012.

**Purchasing Department**
**University of the Virgin Islands**
2 John Brewers Bay
St. Thomas VI 00802-9990
Voice: (340) 693-1491 Fax: (340) 693-1485

The sealed envelope containing the proposal must have the following information written on the outside of the envelope:

**SEALED PROPOSALS - DO NOT OPEN**

Cyber-Infrastructure Connectivity
RFP 201202
(Name of Proposer)
Where proposals are sent by mail, the bidder shall be responsible for their delivery to UVI before the date and time set for the closing of acceptance of proposals. **Late proposals shall not be accepted.**

E. ADDENDA

The University may modify the RFP, any of it key action dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an addendum to all parties who have been furnished the RFP for bidding purposes. Addenda will be numbered consecutively as a suffix to the RFP reference number.

F. PROPOSAL DISCUSSIONS and/or NEGOTIATIONS

The University reserves the right to accept a proposal(s) without further discussion or negotiations provided the acceptance is made within the time specified for acceptance of the proposal. Therefore, the proposal shall be submitted initially on the most favorable terms for price, quality, service and availability, which the proposer can furnish to the University.

The University reserves the right to enter into discussions with any firm after proposals have been initially reviewed by the University. Such discussions will be limited to proposal content contained in a responsive proposal and may, at the option of the Purchasing Supervisor, result in a request for a "Best and Final" offer from proposer. Any response to a "Best and Final" request shall be limited to the item(s) discussed in direct response to specific questions and any modification of price, quality or conformance to the request for proposal may be made at the discretion of the proposer. Such responses shall be subject to all provisions, terms and conditions set forth in this RFP, unless otherwise modified.

The University may, by written notice to all proposers, revise or amend the RFP prior to the due date for proposals. If, in the opinion of the University the revisions or amendments will require material changes in proposals, the due date may be extended.
G. HOLD HARMLESS

The Firm selected shall defend, indemnify and hold harmless the University, its officers, employees, trustees, agents and representatives from and against any and all demands, claims, damages, liabilities, expenses, losses of every nature and kind, including, but not limited to, attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of the performance of work hereunder by the Firm, its agents, employees, subcontractors and consultants, save and except for liability as may result from the sole negligence or willful misconduct of the University. Such indemnification shall extend to reasonable incidental and consequential damages and shall survive the termination or cancellation of this RFP or any part thereof.

H. COLLUSION

Any evidence of collusion among firms shall be considered as sufficient for the disqualification of a vendor and the rejection of his proposal or proposals.

I. INDEPENDENT CONTRACTOR

The firm selected shall be an independent firm and neither the firm nor anyone employed by the firm shall be deemed for any purpose to be the employee, agent, servant or representative of the University of the Virgin Islands in the performance of the services listed herein.

J. PREVAILING LAW

The firm selected shall comply with all federal, and territorial laws now in effect or hereafter promulgated, as may apply to this proposal and the services provided hereunder.

In the event of any conflicts or ambiguities between these instructions and territorial or federal laws, regulations or rules, the territorial laws shall apply. These instructions and specifications shall take precedence over any vendor contracts. The resulting contract shall be written under the laws of the US Virgin Islands.

K. FORCE MAJEURE

Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such default or delay within five (5) days after the beginning thereof, or as stated elsewhere in this RFP.
L. EVALUATION CRITERIA

Proposals will be evaluated on several factors including but not limited to: clarity of objective, processes used, prior experience, fees, references, and time schedule. The firm whose proposal best meets the needs of the University of the Virgin Islands will be selected.

M. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of UVI after having been notified that said proposal has been accepted by UVI.

N. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit to the UVI a written request for an interpretation thereof to Mr. Eric A. Christian. UVI will not respond to questions received after March 13, 2012. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these specifications will be made in writing. Failure on the part of the prospective provider to receive a written interpretation prior to the closing time for acceptance of Request for Proposal will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

O. CONSIDERATION OF PROPOSAL

Mr. Eric A. Christian shall represent and act for UVI in all matters pertaining to these specifications and contracts in conjunction therewith. This RFP does not commit UVI to the award of a contract, nor pay any costs incurred in the preparation and submission of proposals in anticipation of a contract.

P. REJECTION OF PROPOSAL

UVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal process, when in its opinion, the best interest of UVI will be served by such action. Proposals failing to provide some of the items in the specifications shall not be rejected per se but any deviations from the specifications must be clearly noted.

Q. ACCEPTANCE OF PROPOSALS

Award of successful proposal will be done in writing.
R. PROPOSALS BECOME THE PROPERTY OF UVI

Proposals become the property of UVI and information contained therein shall become public property subject to disclosure laws after Notice of Award is given. UVI reserves the right to make use of any information or ideas contained in the proposal. All materials, ideas, and formats submitted in response to this RFP will become the property of UVI’s option and at the bidder’s expense. One copy will be retained for official files. Any material submitted by the bidder that is considered as confidential in nature must be clearly marked as such.

S. CONFLICT OF INTEREST

A firm offering a proposal hereby certifies that no officer, agent, or employee of UVI or UVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of UVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same request for proposals; the bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Failure to comply with all requirements as outlined may disqualify the candidate.

T. FEDERAL CONTRACTUAL REQUIREMENTS

The source of funding for this RFQ is federal grant dollars from the National Science Foundation (NSF). Consequently, the vendors are required to adhere to the applicable contract provisions in 2CFR215 Appendix A, incorporated herein by reference. These requirements may be found at http://www.whitehouse.gov/omb/circulars/a110/2cfr215-0.pdf and are listed below.

- **COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS:**

  The Contractor and subcontractor shall comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5) and related Acts contained in 29 CFR, Parts 1, 3, and 5.

- **COMPLIANCE WITH COPELAND ACT REQUIREMENTS:**

  The Contractor and subcontractor shall comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, part 3).

- **EQUAL EMPLOYMENT OPPORTUNITY:**

  The Contractor and subcontractor shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive
Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

  The Contractor and subcontractor shall comply with regulations and standards of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).

- **CLEAN AIR AND WATER ACT: (Applicable to Contracts in Excess of $100,000.00)**

  The Contractor and subcontractor shall be in compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 USC 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 USC 1251, et seq., and Executive Order 11738.

- **EXAMINATION AND RETENTION OF CONTRACTORS RECORDS:**

  The Owner or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent book's, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**END OF GENERAL INSTRUCTIONS**