This addendum is being issued to supplement the RFP documents for RFP201202. It is to be made part of the contract documents and is thereby made part of RFP 201202. The following information is to become incorporated into your proposal:

**General**

1. Will the University hold a pre-proposal conference for this RFP? This is scheduled for March 20 at 10:00am
2. What is the earliest projected start date for the project? The funding for the project has been approved, and can be started upon the award of the RFP. The proposed completion date will be one of the criteria used to award the bid.
3. What format should be used for proposal submission? For example, can a respondent write responses below each section or line item? Any written format is acceptable as long as all requested information is provided along with any supplemental information necessary to understand the details of the proposal.
4. May the proposing vendor cite specific terms and conditions of the RFP to which the proposing vendor takes exception? Yes, however, compliance with the terms and conditions of the RFP is a criterion upon which proposals will be judged.
5. Should respondent indicate “not applicable” for specific sections to which a response is not being offered? Yes, and respondents should also explain why they are not able to respond to specific sections.
6. Will the University require proposing vendors to demonstrate a proof of concept of their offering? No, but item 3 of the Proposal Response Requirements requires that respondents provide a “Summary of your firm’s two (2) most recent, or similar experiences and contact information and permission to contact the previous customers” And the proposal must meet the specifications in the RFP.
7. If University’s funds are restricted what is the University’s obligation to infrastructure provider? The funding is approved and available and the work must be completed to fulfill the initiative. However as stated, the University has the right to reject any or all bids.
8. Can a vendor bid for a particular section of the proposed route or for a particular category of operations services? Yes, but as stated in the Scope of Work: “A full solution provided by a single entity is preferred, but partial solutions may be considered.”
9. Can the University clarify the means by which an aggregate solution could be proposed? For example, will the University expect one bidder to act as general contractor for a comprehensive solution provided by multiple potential providers; or will the University manage multiple partial solution providers? The University prefers that one bidder provide a comprehensive solution. As stated in the Scope of Work: “Bidders are encouraged to partner with other potential providers to provide a comprehensive solution within a single bid.”
10. Does the University require a solution proposed under a single contractual arrangement? The University prefers a single contractual agreement; however this will be determined by the proposed solution.
11. Will the University require the vendor to grant the University the right to transfer, sell or assign its rights under the contract? If so, will the University agree that it cannot transfer, sell or assign its rights under the contract to a commercial competitor of the vendor? The funding source requires UVI to maintain ownership of the IRU, alternate arrangements can be negotiated at award of bid.
12. Will the University provide bidding vendors with the University’s rating scale for the various components, for example, maximum of 10% for USVI-based firms, maximum of 15% for vendors with prior experience providing similar facilities and services? The evaluation criteria is listed in the RFP.

13. Will the University outline its expectations for project management, including project design and implementation milestones? Project management, design, and implementation milestones will be developed with the winning bidder, when the project is awarded.

14. Will the University outline its plans for the oversight and management of the contract terms and conditions that will result from the award of this RFP, such as access to technical and administration staff and escalation procedures? Respondents should include as much information as possible about their conditions.

15. Is there an acceptance phase? If so, please explain what type of technical support is required during the acceptance phase. After acceptance testing and certification, technical support will be necessary in the event of a problem with the infrastructure. Technical support would be expected to diagnose and resolve any problems.

16. Will an on-site presence be required throughout the testing/validation phase? Yes, this will be negotiated with the winning vendor.

17. What is the goal of the UVI when it asks for two (2) separate cables, each containing 96 fibers? If new facilities are constructed, the University desires to install adequate, redundant infrastructure to meet current and any future unknown needs.

18. The RFP contemplates maintenance obligations for up to 25 years. Must these obligations include all OSP including conduits and poles or can conduit/pole use be in the form of leases and/or IRUs (and in the case of poles, pole attachment permits) that have conduit/pole/ROW maintenance performed by parties outside the award made by UVI? Any arrangement will be considered as long as the party responsible for providing maintenance to the University takes responsibility for any subcontracting necessary to maintain the OSP infrastructure. The involvement of a third party would not release the party responsible for providing maintenance from commitments to service level agreements with the University.

19. Under item 2 of the RFP’s SOW it states that "Performance levels will be agreed upon between the parties and included in the final agreement". Can you be more specific as to what performance levels this is referring to as the RFP appears to have many (if not all) the performance level requirements of UVI? This does not refer to any specific performance levels. It leaves open the possibility to clarify any performance levels for the duration of any contract.

20. We note that your request for Indemnification, defense and hold harmless includes "incidental and consequential damages". Our experience is that most contracts specifically exclude these damages. Is there a particular reason why UVI has elected to include these? Dependent on solution provided, this can be reviewed at the time of award.

21. Under the UVI RFP’s Insurance Requirements it asks that a Certificate of Insurance (COI) be provided with the Bidder’s Proposal and that the "Vendor furnish...proof of such insurance coverage" with its "vendor proposal". This may not be an issue if a "generic" COI can be provided. However, the UVI RFP asks that the COI include UVI as Additional Insured. This may be difficult as most insurance carriers will not provide this prior to the award of the RFP to the Vendor. Is it possible to meet the Additional
Insured requirement after the Award has been made and within the five (5) business days after NTP, as mentioned near the top of Page 1 of the Insurance Requirements? We will work with the selected vendor to address this type of issue.

22. There appears to be a conflict on the insurance requirement of Page 1 item #1 and Page 2 item #1 whereby Page 1 specifies 10 day advance notice of insurance "cancellation or material change" and Page 2 specifies 60 days notice. Please clarify which notice period UVI requires. UVI will require 10 days notice of prior to any change in insurance coverage.

23. Further, on Page #2 under Additional Insurance Requirements (item #6) the sentence appears incomplete. Could you please complete the sentence so that we are clear what the requirements of UVI are under this item #6. No settlement or payment of any claims for loss, injury, damage, or other matter as to which the University of the Virgin Islands may be charged with obligation to make any payment or reimbursement shall be made by the Contractor without the written approval of the University of the Virgin Islands.

Scope of Work

24. Can the University more clearly articulate the design strategy? For example, does the University anticipate that this RFP describes the first phase of the dark fiber project? Does the University anticipate additional fiber-access locations on additional routes and mid-span splice locations to demarcation points along future routes? How should bidder treat future network expansion in the form of customer entrances? This will involve new construction and as such require outside plant (OSP) engineering and design processes to integrate new construction into the University infrastructure management system. May we obtain a list of sites, including addresses that the network may ultimately serve? All known requirements are listed in the RFP. Agreements will be clarified with the winning vendor.

25. How will the University evaluate in-service plant solutions, both technically and from a cost perspective? The evaluation criterion is listed in the RFP.

26. Will the University accept multiple cables manufactured by multiple vendors with potentially different specifications for parts of the proposed route if these facilities are in-service? The University will consider any proposal that meets specifications outlined in the RFP.

27. Will the University accept potentially lower cost solutions using existing plant, or does the University prefer new construction at higher cost? Respondents are welcome to provide more than one solution.

28. Will the University more clearly articulate the expected manner and location of its access to the provided facilities (fiber splice points, hand holes, fiber manholes, etc.)? This will depend upon the proposed solution. As stated in section F of the General Instructions: “The University reserves the right to enter into discussions with any firm after proposals have been initially reviewed by the University.”

29. Please clarify terms under which the University will consider an IRU. For example, will the University consider the purchase of a capacity IRU for a fixed amount of bandwidth? As specified in the Scope of Work, the University: “will not accept “lit services” in place of dark fiber infrastructure.”
30. Does the University recognize and accept a company's existing fiber routes reflected in any “as built” fiber topology map as company confidential? Please refer to section R of the general instructions of the RFP.

31. Is there a requirement for structure or route diversity to mitigate potential single points of failure? If so, please describe such requirements. No, there is not a route diversity requirement, but route diversity mitigating single points of failure is preferred.

32. Will the University pay additional for diversity? If diversity is possible, please include an option with path details and incremental pricing.

33. Will the contract allow access rules, or require the vendor to allow the University to have unrestricted access to the dark fibers at any place along the route including hand holes owned or operated by the vendor? There may be other active fibers in those locations. The University expects that the infrastructure maintainer would operate, maintain and repair the infrastructure.

34. Will the University specify performance standards addressing requirements relative to relocations, construction, outages, priority restoration, disaster recovery, etc.? The University expects respondents to include information regarding performance standards in proposals.

35. Please describe the vendor’s responsibilities to the University should road moves or public works projects require removal or rearrangement of installed facilities. The Vendor is responsible for life of the contract.

36. Please confirm that the scope of this bid should include physical supplies, monitoring tools and systems for 24x7 access and use. Vendors should specific their network operations and support plans.

37. Will the University describe expectations for maintenance responsibilities, including routine maintenance and inspection, scheduled maintenance windows, planned outages, handling of unscheduled outages and customer problem reports? The University expects respondents to include information regarding maintenance responsibilities, including routine maintenance and inspection, scheduled maintenance windows, planned outages, handling of unscheduled outages and customer problem reports.

38. Please describe any performance penalties the University might impose should transmission levels or system availability not meet predetermined service levels. The University expects respondents to include information regarding performance penalties should transmission levels or system availability not meet predetermined service levels.

39. Will the University share expectations for service level agreements, including what should be included and what alternative service levels may be available at additional cost? For example, does the University desire maintenance from proposing vendor for 8 to 5, M – F response or 24 x 7, 365 day response? The University prefers maintenance with a 24x7x365 service level agreement, including response and resolution commitments. Other options will be considered if proposed.

40. Will the University outline remedies for failure to meet defined response times or resolution times? The University expects respondents to include information regarding remedies for failure to meet defined response times or resolution times.
The due date remains as 3:00 pm Tuesday April 17, 2012. All other terms, conditions, information and instructions of RFP 201202 remain the same.

The University of the Virgin Islands reserves the right to waive any irregularities or informalities in the Request for Proposal or any nonconformance with the requirements of the Request for Proposal.

END OF ADDENDUM