

CONTRACT USER GUIDE
INTERNET ACCESS FOR PUBLIC & PRIVATE
SCHOOLS & LIBRARIES
MASTER PRICE AGREEMENT #464
SOLICITATION # RFP #7549107
CONTRACT TERM 7/1/2015 – 6/30/2016
WITH 4 OPTIONS FOR 1-YEAR RENEWAL TERMS

CONTRACT SUMMARY:

Master Price Agreement #464 provides RIDE Qualified Vendors with pre-negotiated pricing, terms and conditions to provide a shared, technology-based infrastructure that delivers safe and reliable Internet Access, at an affordable cost, to Rhode Island public, private, charter, and state-operated schools, and select libraries and consortia. There are four options available for one-year renewal terms at the sole option of the state.

REIMBURSEMENT FROM THE USAC-E RATE PROGRAM INSTRUCTION:

If reimbursement from the USAC E-rate program will be sought the user must perform the following:

- Request written quotes from all eligible vendors on the MPA; and
- Follow the “mini-bid” process defined at the following hyperlink:
<http://www.usac.org/sl/applicants/step03/state-master-contracts.aspx>

CONTACT INFORMATION FOR THE TWO AWARDED VENDORS FOLLOWS:

Cox Rhode Island Telcom LLC
d/b/a Cox Business
Purchase Order #: 3410044
Contact Name: Brad French
Tel: (401) 615-1336
Cell: (401) 255-4739
Email: brad.french@cox.com

OSHEAN
Purchase Order #: 3410075
Contact Name: Melanie Turcotte
Tel: (401) 398-7552
Email: Melanie@oshean.org

WHO CAN USE THIS CONTRACT:

All schools and libraries in Rhode Island, including the Rhode Island Department of Education.

SCHOOL DISTRICTS AND LIBRARIES SHOULD CONTRACT DIRECTLY WITH VENDOR.

Division of Purchases Contact:

Gail Walsh, Chief Buyer
Email: Gail.walsh@purchasing.ri.gov
Tel: (401) 574-8122



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

OSHEAN INC
 6946 POST RD
 STE 402
 NORTH KINGSTOWN, RI 02852
 United States

Amendment Date: 31-MAR-15
 Original Award Date: 10-FEB-15
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 1699

S H I P T O	RIDE MAIN OFFICE 255 WESTMINSTER ST, 6TH FLOOR PROVIDENCE, RI 02903 United States	Change Order Number 1	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH.FLOOR SMITH ST PROVIDENCE, RI 02908 United States
		Award Number 3410075		
		Effective Period 01-JUL-15 - 30-JUN-16		

MPA-464 - INTERNET ACCESS FOR SCHOOLS AND LIBRARIES (RIDE)

Description		Bid Number	Change Order Req#		
MPA-464 - INTERNET ACCESS FOR SCHOOLS AND LIBRARIES (RIDE)		7549107	RIDE16NMC-0042		
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3410075 CHANGE EFFECTIVE PERIOD: FROM: 6/30/16 TO: 6/30/17 LINE ADDED TO REFLECT DATE CHANGE PER ATTACHED UPDATED PRICING LIST FOR 2016-17 SCHOOL YEAR. AGENCY CONTACT: NANCY CARINHA - (401) 222-4679			

STATE PURCHASING AGENT

 Nancy R. McIntyre

PURCHASES

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase; copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



INTERNET ACCESS PRICING PROPOSAL

TIER	GUARANTEED INTERNET BANDWIDTH	INTERNET ² ¹	ON-NETWORK SERVICES ²	COST
3Mb	5Mb	Unmetered	Unmetered	1,900.00
5Mb	8Mb	Unmetered	Unmetered	2,850.00
10Mb	15Mb	Unmetered	Unmetered	3,800.00
15Mb	23Mb	Unmetered	Unmetered	3,800.00
20Mb	30Mb	Unmetered	Unmetered	5,225.00
25Mb	38Mb	Unmetered	Unmetered	7,125.00
30Mb	45Mb	Unmetered	Unmetered	7,695.00
40Mb	60Mb	Unmetered	Unmetered	9,405.00
50Mb	75Mb	Unmetered	Unmetered	11,020.00
100Mb	150Mb	Unmetered	Unmetered	13,300.00
200Mb	300Mb	Unmetered	Unmetered	15,675.00
300Mb	450Mb	Unmetered	Unmetered	17,100.00
500Mb	750Mb	Unmetered	Unmetered	19,760.00
1000Mb (1Gb)	1500Mb (1.5Gb)	Unmetered	Unmetered	34,200.00

¹ In addition to a generous 1.5x of guaranteed bandwidth, OSHEAN members enjoy *unmetered* access to 93,000+ institutions including more than 250 Colleges & Universities, 80 leading corporations, and national research and educational organizations.

² OSHEAN members furthermore enjoy *unmetered* access to on-network services and peering partners, which includes OSHEAN’s Virtual Private Cloud (VPC) environment, other OSHEAN members, Netflix, Akamai and Google Global Cache. Such architecture greatly improves overall performance, enhances user experience, and adds value that other vendors don’t offer.

Unmetered bandwidth does not count against Internet subscription.

All Internet access tiers include public IPv4 and IPv6 (upon request) address space and a headend router that is managed and monitored 24/7 by the OSHEAN Network Operations Center. Service also includes access to OSHEAN’s firewall and content filtering environments. Additional ancillary services such as DNS management and access to a network monitoring portal that provides detailed information about equipment health and network performance.



Managed Network Infrastructure *(optional)*

For members who do not wish to maintain their own router to connect to OSHEAN services, OSHEAN can provide an installed, monitored, and managed router at a cost effective recurring lease price. Equipment and circuit health is monitored 24/7 by the OSHEAN Network Operations Center. Circuit trouble resolution and tracking for Telco leased lines and OSHEAN Beacon 2.0 circuits is also included in this service as is access. Furthermore, access to a monitoring portal with detailed equipment and circuit information is provided. Equipment leased through this offering will be refreshed as necessary, end-of-life, end-of-support, increased capacity, etc. All tiers of OSHEAN's Internet service includes a headend router.

Platinum	\$4,950	Designed for sites that require multiple 10Gb connections. Typically deployed in pairs for maximum redundancy.
Gold	\$2,450	Our most common managed infrastructure offering. Designed for sites with up to 10Gb of transport bandwidth. Recommended for most locations.



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

OSHEAN INC
 6946 POST RD
 STE 402
 NORTH KINGSTOWN, RI 02852
 United States

MPA-464 - INTERNET ACCESS FOR
 SCHOOLS AND LIBRARIES (RIDE)

Award Number
3410075

Effective Period:
01-JUL-15 - 30-JUN-16

S H I P T O	RIDE MAIN OFFICE 255 WESTMINSTER ST, 6TH FLOOR PROVIDENCE, RI 02903 United States	Date: 10-FEB-15 Buyer: G Walsh Shipping: Paid Terms: NET 30 Vendor # 1699	I N V O I C E	DOA CONTROLLER ONE CAPITOL HILL, 4TH FLOOR SMITH ST PROVIDENCE, RI 02908 United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

1		CONTRACT TERM: 7/1/15 - 6/30/16 WITH FOUR (4) ONE-YEAR RENEWAL OPTIONS TO BE EXERCISED AT THE DISCRETION OF THE STATE. MASTER PRICE AGREEMENT #464. INTERNET ACCESS FOR LIBRARIES AND SCHOOLS PER THE ATTACHED PRICING SCHEDULE. AGENCY CONTACT PERSON: KAREN COOPER - (401) 222-4694 KAREN.COOPER@RIDE.RI.GOV SUPPLIER CONTACT PERSON: MELANIE TURCOTTE - (401) 398-7552 MELANIE@OSHEAN.ORG	Each	1
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STATE PURCHASING AGENT

Nancy R. McIntyre

Nancy R. McIntyre

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each

order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.



INTERNET ACCESS PRICING PROPOSAL

TIER	GUARANTEED INTERNET BANDWIDTH	INTERNET2 ¹	ON-NETWORK SERVICES ²	COST
3Mb	5Mb	Unmetered	Unmetered	2,000.00
5Mb	8Mb	Unmetered	Unmetered	3,000.00
10Mb	15Mb	Unmetered	Unmetered	4,000.00
15Mb	23Mb	Unmetered	Unmetered	4,000.00
20Mb	30Mb	Unmetered	Unmetered	5,500.00
25Mb	38Mb	Unmetered	Unmetered	7,500.00
30Mb	45Mb	Unmetered	Unmetered	8,100.00
40Mb	60Mb	Unmetered	Unmetered	9,900.00
50Mb	75Mb	Unmetered	Unmetered	11,600.00
100Mb	150Mb	Unmetered	Unmetered	14,000.00
200Mb	300Mb	Unmetered	Unmetered	16,500.00
300Mb	450Mb	Unmetered	Unmetered	18,000.00
500Mb	750Mb	Unmetered	Unmetered	20,800.00
1000Mb (1Gb)	1500Mb (1.5Gb)	Unmetered	Unmetered	36,000.00

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² OSHEAN members furthermore enjoy *unmetered* access to on-network services and peering partners, which includes OSHEAN’s Virtual Private Cloud (VPC) environment, other OSHEAN members, Netflix, Akamai and Google Global Cache. Such architecture greatly improves overall performance, enhances user experience, and adds value that other vendors don’t offer.

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