



REQUEST FOR PROPOSALS: INTERNET SERVICE PROVIDER

DEADLINE TO SUBMIT PROPOSAL: October 21, 2016, 4:00 p.m. PDT

INTRODUCTION

The City of Sandpoint, Idaho, hereinafter "City", invites sealed proposals from interested qualified Vendors, hereinafter "Vendors" or "Contractors", to provide **INTERNET SERVICE**. The following pages provide general information about the requirements and specifications for the package. The City is requesting that you provide a written proposal outlining how your company would provide the services specified and the approximate cost associated with the proposed services. The proposal is to be based on 100 Mb synchronous service, burstable to 1GB per second synchronous service.

COPIES AND RECEIPT

Please submit one (1) original, two (2) copies, and an electronic copy on a USB drive of the proposal. All responses should be submitted in a sealed envelope, marked on the outside as follows:

INTERNET SERVICE for Sandpoint

Company Name

Responses must be received by **4:00 PM Local Time October 21, 2016**. Late proposals will be rejected and returned without being opened. The wall clock in the City Clerk's office is the official time piece for this submission. If interested, Vendors may use mail or express systems to deliver their proposal to the City Clerk's Office. Vendors should ensure that they are tendered to the carrier in plenty of time to reach the Clerk's Office by the time and date required. Facsimile transmitted proposals shall not be accepted.

SUBMISSION LOCATION

All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

**Sandpoint City Hall
Attention: Jennifer Stapleton
1123 Lake Street
Sandpoint, ID 83864**

DOCUMENTATION SUBMISSION

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

WITHDRAWAL

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

CONFIDENTIALITY

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at 4:05 PM, October 21, 2016, in the Downstairs Conference Room located in:

Sandpoint City Hall
1123 Lake Street
Sandpoint, Idaho 83864

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS

Prior to award, selected Vendors may be asked to provide further information concerning their proposal. Sandpoint reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Sandpoint, which may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Sandpoint.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the City in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the City has the flexibility to negotiate with interested Vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with Vendors in a hierarchal order, starting with the Vendor selected as the primary. If a contract cannot be negotiated, negotiations will move to the second Vendor, and so forth until a contract is negotiated.

SELECTION CRITERIA

Price is a primary consideration, however it is not the only consideration to be used in the selection of an internet service provider. The service to be provided is also of major importance. Sandpoint will require that the successful Vendor provide a service representative for all City related business, service, billing, installation, activation and termination of said service. The Vendor's ability to provide monthly billing will also be strongly considered in Vendor selection.

NON-MANDATORY WALK THROUGH

Sandpoint will host a walkthrough of the Sandpoint City Hall and the Water Treatment Facility for potential Service Providers. This meeting is non-mandatory. Attendance will have no impact on the evaluations of the received proposals. Service Provider employees that wish to evaluate the facility are to meet at 11am on October 18, 2016, in Sandpoint at:

Sandpoint City Hall
1123 Lake Street
Sandpoint, Idaho 83864

QUESTIONS

If further information is required, please contact the Sandpoint City Clerk. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Contractor/Vendor known to have copies of the Request for Proposal. Requests for information may be e-mailed to cityclerk@sandpointidaho.gov. All questions should be submitted on or before October 18th at 5:00pm. Questions received after said date and time will not receive a response.

ORDINANCES AND PERMITS

The Contractor/Vendor agrees it has received, or will receive before the commencement of operations, all necessary permits, licenses, approvals, grants, and charters of whatsoever kind necessary to carry out the business in which Vendor is engaged. During the performance of the work, Vendor will comply with all applicable Federal, State, or local code and ordinances.

INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless Sandpoint, its officers, and employees, from any and all liabilities, claims, causes of action, losses, damages, and expenses, including costs and reasonable attorney fees, that Sandpoint may sustain, incur, become liable for, or be required to pay as a consequence of or arising from the negligent acts or omission Vendor, its officers, employees, or agents; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses, and so forth were caused or result from the negligence of Sandpoint.

INVOICES

Invoices are to be mailed to 1123 Lake Street Sandpoint, Idaho 83864.

INSURANCE

The awarded Vendor will maintain such insurance as will protect the Vendor and Sandpoint from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-Contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Sandpoint and shall show all applicable coverage(s).

Other insurance requirements:

Comprehensive limits \$300,000 each person, \$500,000 each accident

Property Damage \$300,000 each accident

Automobile Liability \$300,000 each person \$500,000 each accident

Automobile Property Damage \$50,000 each accident

Workers' Compensation statutory

We also recommend a liability umbrella of \$2,000,000

Sandpoint will require the selected Vendor to name Sandpoint as an additional named insured and provide a waiver of subrogation prior to making a contract.

ORAL COMMITMENT

Proposers should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a proposer and any Sandpoint personnel or official are not binding on Sandpoint.

RIGHTS OF THE CONTRACTING AUTHORITY

Sandpoint reserves the right to withdraw this RFP at any time and for any reason. Receipt of the proposal materials by Sandpoint or submission of a proposal to Sandpoint confers no rights upon the proposer nor obligates Sandpoint in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the proposer, and no cost shall be sustained by Sandpoint.

REMEDIES

The successful Proposer and Sandpoint agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

CONTRACT TERMINATION

Non-performance of the Vendor/Contractor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by Sandpoint. Termination in whole or in part, by the City may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Contractor/Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. Sandpoint shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor/Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

LAW GOVERNING

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Idaho. The laws of the State of Idaho shall govern the interpretation and application of the contract, regardless of where any disagreement over its terms should arise or any case of action arise.

ASSIGNMENT

The Contractor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of Sandpoint.

REQUIRED FORM

COMPANY AFFIDAVIT

The affiant, _____, states with respect to this submission to Sandpoint:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of Sandpoint, or any person representing or purporting to represent Sandpoint, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that Sandpoint reserves the right to make its award for any reason considered advantageous to the City. The company selected may be without respect to price or other factors.

Signature

Date: _____

Name:

Title:

Firm Name:

Type of business organization (corporation, LLC, partnership, sole proprietorship):

Address:

County, State, Zip:

Phone:

Statement of Services

General specifications and requirements

Sandpoint is seeking a Vendor to provide Internet service for Sandpoint. For ease in comparing companies, responses should follow the following format:

- 1.) Company Affidavit (notarized) on page 8.
- 2.) Narrative responses to items 1.1 through 1.10 and items 2 and 3. Please reference all responses to the related question number.
- 3.) Service Level Agreement for the service proposed.

The completed Proposal should have the Affidavit as the first page and price proposal as the last. Please submit any brochures, etc., separately.

Installation Location

Sandpoint City Hall
1123 Lake Street
Sandpoint, ID 83864

1. Requirements

Each item below should be addressed in the proposer response.

1.1 Bandwidth

Sandpoint requires Dedicated Internet Access (DIA) with full, synchronous, one-hundred megabit per second, burstable to a synchronous One (1) gigabit per second Internet access circuit. The Service Provider will guarantee this minimum quantity of bandwidth to Sandpoint. This circuit will not be throttled or limited to a level below this requirement. Service Provider will provide sufficient bandwidth across their internal networks and to their peering providers to guarantee Sandpoint will receive the full speed of this circuit.

1.2 Technology

This circuit will be an IPv4 connection. Public IP Addresses: /28 - 14 usable IPv4 public addresses. IPv6 is not required or desired at this time. Multicast is not required at this time.

1.3 Throttling and Filtering

Service Provider will perform no throttling or filtering on Sandpoint's traffic. All TCP/UDP ports will be open.

1.4 Demarcation Point

Service provider will place their demarcation point in the Sandpoint Datacenter at the Sandpoint City Hall. Sandpoint has dedicated Service Provider 2-post racks where sufficient RUs will be provided for fiber shelves and any route switch gear. Sandpoint will provide a Cooling, Grounding, and UPS power for the Service Provider equipment in our Datacenter.

1.5 Building Access and Pathways

Fiber optic cabling has already been installed throughout Sandpoint, including Sandpoint City Hall and the Sandpoint Water Treatment Plant. If the Service Provider needs to install cabling into the buildings, there are existing pathways into and through the buildings. Service provider will use an armored fiber optic cable. All fiber optic cabling that transits Sandpoint buildings will be contained in an appropriate fire rated inner duct. In all locations possible the Service Provider will install their inner duct on existing cable trays. Site walkthrough will be available at the date specified in section 2.

1.6 Physical Hand-Off

Service Provider will deliver the circuit to Sandpoint via a Fiber Optic Hand-Off. This Hand-Off is required to be over single-mode Fiber. Hand-off will be made at the Demarcation Point. Alternate hand-offs should be submitted as questions or noted in your proposal offering. Sandpoint will evaluate suggested alternatives based on technical merit. Sandpoint makes no claims or guarantees that suggested alternative hand-offs will be accepted.

1.7 IPv4 Routing

Sandpoint will use a Default Static Route to send traffic to the Service Provider. Sandpoint does not request any Routing Protocol peering between themselves and the Service Provider. No BGP or IGP routing protocols are required or will be implemented.

1.8 Provider Supplied IPv4 Addresses

Sandpoint requires a block of /28 - 14 usable IPv4 public addresses to be supplied by the Service Provider. This block will not have been used for Residential IP Addressing at any time. This block will not have been reallocated from a previous user with a bad reputation.

1.9 DNS

Service Provider will host Secondary DNS for Sandpoint. Sandpoint will remain authoritative on their Domains. Sandpoint will be allowed at any time during the duration of this contract to add and remove domains as they see fit. Service Provider will provide a mechanism for Sandpoint to add future domains.

1.10 SLA and Support

Service Provider will provide an SLA for this circuit. Service must be monitored by a 24x7x365 Network Operation Center. Ticketing and Dispatch must be available 24 hours a day 7 days a week, 365 days a year. Details of the SLA to be included as an attachment to your bid proposal.

2. Length of Service

Sandpoint is seeking a contract guaranteeing these services for 2 years. Please include an option for pricing on a 3 year contract.

3. Service Turn-Up Date

Sandpoint requires service to begin on this circuit on November 1st, 2016.