

REQUEST FOR PROPOSALS



Internet Services

RFP # 201203-114

Date of Issue: December 3, 2020

Questions Due: December 8, 2020 by 5:00 PM (EST)

Answers Issued via Addendum: December 10, 2020

Proposals Due: December 15, 2020 by 2:00 PM (EST)

Issued for:

Pender County Information Technology Services

805 S. Walker St. # 1437

Burgaw, NC 28425

Phone: 910.259.1260

Issued By:

Trisha Newton, Purchasing Agent

Pender County Finance

805 S. Walker St. #1578

Burgaw, NC 28425

Phone: 910.259.1281

INTERNET SERVICES NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Pender County Government (hereinafter referred to as "Pender County" or "the County") is requesting proposals for Internet Services.

Pender County will receive such proposals electronically to the office of and addressed to:

Pender County, ATTN: Trisha Newton
By Mail: PO Box 1578, Burgaw NC 28425
By Courier: 805 S. Walker Street, Burgaw NC 28425
Electronic copy: tnewton@pendercountync.gov

Label all submittals "**RFP # 201203-114: Internet Services**"

This Request for Proposal (RFP) is available on the County website at www.pendercountync.gov.

Pender County reserves the right to reject any or all proposals. Additionally, Pender County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. Bids/proposals will not be considered for award if received by Pender County after the official closing date and time. Selection will be made for the best overall proposal.

Thank you for your interest in Pender County!

Trisha Newton
Purchasing Agent

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TIMELINE

Activity	Deadline Date
Advertisement of Request for Proposal	December 3, 2020
Deadline for submission of questions	5:00 pm EST, December 8, 2020
Answers provided to questions	December 10, 2020
Deadline for submission of proposals	2:00 pm EST, December 15, 2020 Pender County Finance, ATTN: Trisha Newton By Mail: PO Box 1578, Burgaw NC 28425 By Courier: 805 S. Walker Street, Burgaw NC 28425 Electronic copy: tnewton@pendercountync.gov
Award of Contract	January 2021
Services to Start	March 2021*

*Vendor will propose a plan for transitioning to their services and provide a recommended timeline.

OVERVIEW

Pender County Government (the County) is requesting proposals for Internet Services. Service is expected to be delivered to each site in Appendix A.

The new service is being planned to begin in March, 2021, which represents the expiration of the current Internet Service contract.

1. A 3-year contract, with two (2) one-year voluntary extensions, will be considered.
2. The required bandwidth, for each location, is outlined in Appendix A.
3. County may elect to select a different vendor for sites based on redundancy and service availability.

INTERNET SERVICES SPECIFICATIONS

1. The applicant must provide the requested bandwidth defined by Pender County (see Appendix A) at each listed location.
2. If requested bandwidth, defined in Appendix A, is not available please notate the available bandwidth options available at that site.
3. Internet Service must be provided over Fiber Optic cable where available. Should fiber not be available at a site, vendor must specify the type of service available.
4. The applicant must provide proof of two redundant, upstream providers.
5. The applicant must provide bandwidth 24 hours per day, 365 days per year
6. The applicant must have capability of supplying a contiguous range of up to 100 dedicated IPv4 Public IP addresses, per site, if requested. See Appendix A for Public IP's needed per site.
7. Contract options are requested for 36-month terms of service and two optional 12-month term extensions.
8. Each respondent is required to complete the attached pricing sheet Appendix B with this RFP.
9. Monthly recurring costs including taxes and fees and any additional non-recurring costs are required to be broken out and listed separately.
10. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
11. No increased pricing will be allowed during the term of the contract or any extension of the contract.
12. All costs, including state and local taxes and federal fees, required to deliver the proposed solution must be included in the bid. If there are charges for static IP addresses, they must be included. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges and all installation charges. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
13. Site additions or deletions will be addressed via a contract amendment.
14. Disconnect, downgrade, upgrade fees must be included in the proposal.
15. Respondents are free to include burst options if available.
16. Customer retains right to modify bandwidth needs at each location during the duration of the contract at a negotiated cost between the customer and vendor.

17. The applicant shall install all services and equipment included in the proposal.
18. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

SERVICE LEVEL AGREEMENT

1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% availability of each internet circuit.
 - b. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason
 - c. Vendor will provide a priority matrix to include severity and response time in hours. Vendor will be scored based on Response Commitment.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor-provided services.
3. Planned Outages & Maintenance: The customer will be notified at least 2 weeks advance of any Planned Outages and/or Maintenance that will impact the circuit. Unless the maintenance is of an urgent nature, the date/time must be agreed upon between the customer and the vendor. Notification of such planned outage must be provided via email to the authorized contact list provided by the customer.
4. Trouble reporting and response: Upon interruption, degradation, or loss of service, the Customer may contact the Vendor by a defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customers will receive rapid feedback on trouble resolution, including potential resolution time. Vendor must also proactively monitor equipment in each location for interruption, degradation, or loss of service. Upon such instances, vendor must contact customer and begin resolving trouble. Customer will provide list of authorized contacts, to the vendor, for trouble reporting and trouble updates.
5. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed. Customer will be made aware of any changes in contact list throughout the term of the contract; including any time extensions to the contract if applicable.
6. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
7. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to the customer.
8. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem and/or once the vendor's proactive monitoring notices loss of service.
9. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

10. Link performance per circuit: The service will maintain the proposed circuit performance throughout the term of the contract.
11. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Applicant.

PROPOSAL FORMAT AND CONTENT

1. Failure to include any requested information noted as required by the respondent could be grounds for disqualification.
2. Description of Proposal
 - a. The respondent will include all sites that can be served with the bandwidth requested. Failure to include all site names and addresses in a bid option will NOT be considered ground for disqualification.
 - b. The respondent will provide a description of their proposal for all services.
 - c. The description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
 - d. Vendor must include an option to continue service month by month after the expiration of service to ensure the County is not without Internet Service while transitioning to another provider.
3. Site names and addresses
 - a. If their solution is chosen, respondents are required to include site names and addresses on the contract.
 - b. Any future site additions will be included as amendments to the contract
4. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change the scope of the proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
6. Demarcation
 - a. All solutions must terminate service in the demarcation point at each site specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. The respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
7. Complete and include the Check List in Appendix B
8. Complete and include Price Proposal Form Appendix C

EVALUATION CRITERIA AND VENDOR SELECTION

The purpose of this document is to provide general and specific information for use by Vendor(s) in submitting a proposal to supply Pender County Government with information technology goods and services as listed above in accordance with N.C.G.S. 143-129.8. We will select a qualified Vendor(s) with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on our determination of the proposal that offers the best overall benefit, as defined in N.C.G.S. 143-135.9, to Pender County, as defined below. The County will be selecting multiple vendors to provide for redundancy as well as service availability. One Vendor will not be awarded 100% of all locations. Multiple Vendors are required for redundancy; regardless of the resiliency the vendor may provide. We reserve the right to reject any or all proposals.

1. Price quoted (weighted)
2. Maintenance, Support and Response Commitment: Vendor will provide priority matrix to include severity and response time in hours (see Section Service Level Agreement)
3. Proposed contract terms and conditions: The Vendor understands the County's needs; The Vendor's proposed contract has flexibility and terms desired by the County
4. Availability of services: Applicant has ability to serve requested bandwidth at the requested locations and/or majority of locations

COUNTY RIGHTS AND OPTIONS

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify the RFP at any time;
- To cancel this RFP with or without the substitution of another RFP;
- To reject any or all proposals produced in response to this RFP;
- To take any action affecting this RFP, this RFP process, or the Services or facilities subject to the RFP that would be in the best interests of the county;
- To issue additional requests for information, and/or;
- To require one or more Vendors to supplement, clarify or provide additional information in order for the County to evaluate the responses submitted.

LIMITATIONS

This Request for Proposal does not commit Pender County to award a contract, pay any costs incurred in preparation, or travel to Pender County, NC to present a proposal to this request, or to procure or contract for services. The County accepts no liability for the cost and expenses incurred by the Vendors in response to this RFP, including preparing requests for clarification. Each Vendor that prepares a Response shall do so at its own expense and with the express understanding that they

All proposals submitted in response to this Request for Proposal become the property of the Pender County Government. Pender County reserves the right to accept or reject any or all proposals

received or to cancel this Request for Proposal in part or in its entirety. After proposals are reviewed, the County will select the best overall proposal, which is in the best interest of the County.

The County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County other than those given in writing by the County through the issuance of addenda. In no event may a Vendor rely on any oral statement by the County or its agents, advisors or consultants.

TERMS AND CONDITIONS

In entering a Contract with Pender County North Carolina (the "County"), your company (the "Vendor"), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

1. COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel a contract with 30 days written notice or otherwise rescind a Purchase Order based on the County's best interest.
2. PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.
3. VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.
4. CHANGES – If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation. Any changes to Contracts or Purchase Orders requires the written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.
5. INVOICES – Vendor will deliver invoices to the County at the address or electronically at website shown on the face of this Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.
6. PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of this Purchase Order. Any cash discount period

to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

7. TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

8. DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

9. RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

10. ASSIGNMENT – Neither this RFP or related contract or any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may not transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

11. WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to this RFP and related contract (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

12. INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

13. INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

14. INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

15. USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee or implying in any way that the County indorses Vendor or its products or services.
16. FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.
17. E-VERIFY REQUIREMENTS – As a condition for payment under this purchase order, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.
18. INSURANCE – Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/ aggregate, with the County as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the County.
19. STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.
20. MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.
21. VENUE FOR LEGAL ACTIONS – This purchase order is governed by North Carolina law without regard to its conflicts of law principles. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.
22. EQUAL OPPORTUNITY – The County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of small and minority business enterprises in our procurement activities. The County provides opportunities for all businesses and does not discriminate against any Vendor regardless of race, color, religion, age, sex, national origin or disability.
23. TRADE SECRETS / CONFIDENTIALITY – Upon receipt at the County, your Response is considered a public record, except for material which qualifies as “Trade Secret” information under NC G.S. 66-152(3). Your Response will be reviewed by County staff and members of the general public who submit public records request.

THE RESPONDER IS REQUIRED TO IDENTIFY ALL CONTENT DESIGNATED AS A TRADE SECRET AS DEFINED PURSUANT TO N.C.G.S. 66-152(3) AND WHICH MEETS THE CRITERIA FOR CONFIDENTIALITY PURSUANT TO N.C.G.S. 132-1.2(1). ALL NOTED TRADE SECRETS MUST FOLLOW PROCEDURES NOTED BELOW AND REQUIRE ATTACHED DOCUMENTATION SPECIFYING HOW THE CONTENT QUALIFIES AS A TRADE SECRET UNDER NORTH CAROLINA LAW. IF AN ENTIRE RESPONSE IS MARKED CONFIDENTIAL OR TRADE SECRET, IT WILL BE DISQUALIFIED FROM CONSIDERATION.

To properly designate material as a “trade secret” under these circumstances, each Vendor must take the following precautions: (a) any trade secrets submitted by a Vendor should be submitted separately in a sealed envelope marked **“Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Response,”** (b) offer documentation specifying how the content qualifies as a trade secret under North Carolina law, and (c) the “trade secret” should be stamped on each page of the trade secret materials.

In submitting a response, each Vendor agrees that the County may reveal trade secret materials contained in such response to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who serve on an Evaluation Committee or who are hired by the County to assist in development of specifications. Furthermore, each Vendor agrees to indemnify and hold harmless the County and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material, which the Vendor has designated as a trade secret. **Any Vendor that designates its entire Response as a Trade Secret will be disqualified.**

APPENDIX A – Specifications by location

APPENDIX B – Check List

APPENDIX C – Price Proposal Form



APPENDIX A – Specifications by location

Site	Address	City	Zip Code	Service Requested	Static Public IP Address	Requested Bandwidth
Admin Building	805 S. Walker St.	Burgaw	28425	Internet Service	60	1 Gigabit x 1 Gigabit
Howard Holly Building	300 E Fremont St.	Burgaw	28425	Internet Service	60	1 Gigabit x 1 Gigabit
Law Enforcement Center	605 East Fremont St.	Burgaw	28425	Internet Service	40	100 Mbps x 100 Mbps
EOC / EMS Station 1	805 Ridgewood Av.	Burgaw	28425	Internet Service	40	50 Mbps x 50 Mbps
Kiwanis Park	586 Sloop Point Loop Rd.	Hampstead	28443	Internet Service	1	50 Mbps x 50 Mbps
Miller's Pond Park	12762 US Highway 117	Rocky Point	28457	Internet Service	1	10 Mbps x 10 Mbps
Tourism	106 E Wilmington St.	Burgaw	28425	Internet Service	1	10 Mbps x 10 Mbps
Pender Memorial Park	601 S Smith St.	Burgaw	28425	Internet Service	1	50 Mbps x 50 Mbps
Hampstead Convenience Center	250 Transfer Station Rd	Hampstead	28443	Internet Service	1	50 Mbps x 50 Mbps



APPENDIX B – Check List

- 3-year Contract with Two 1-year extensions
- Proof of two redundant, up-stream providers
- Pricing sheet is attached
- Pricing includes all taxes and fees
- If needed, pricing includes Non-Recurring Charges
- Pricing includes Monthly Recurring Charges
- Disconnect fees
- Downgrade fees
- Propose a plan for transitioning to their services and provide a recommended timeline
- Site additions or reductions will be addressed via a contract amendment
- Vendor will provide a priority matrix to include severity and response time in hours
- Agree to SLA
- Proposal includes all site names and addresses
- If notified of winning this bid, the contract will include all site names and addresses
- It is understood that failure to provide all items requested in this RFP could be grounds for disqualification
- An aggregate uptime of 99.99% uptime will be provided
- Circuits will not be throttled
- Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the Applicant.
- By submitting a proposal, we are agreeing to the requirements of the RFP
- RFP will be binding to the Contract
- Obtained and Reviewed all Appendices and Addenda

Vendor Company Name

Individual Certifying Printed Name

Title

Signature

Date



APPENDIX C – Price Proposal Form

Site	Proposed Bandwidth	Monthly Rate	NonRecurring Charge	Static IP Address Costs
Admin Building				
Howard Holly Building				
Law Enforcement Center				
EOC / EMS Station 1				
Kiwanis Park				
Miller's Pond Park				
Tourism				
Pender Memorial Park				
Hampstead Convenience Center				