

COUNTY OF MOORE
NORTH CAROLINA

REQUEST FOR PROPOSALS

ISSUE DATE: February 10, 2016

RFP#: 2016-07

TITLE: INTERNET SERVICE PROVIDER

ISSUING DEPARTMENT:

County of Moore
Financial Services
206 S. Ray Street
P.O. Box 905
Carthage, NC 28327

Sealed Proposals will be received until **4:00 p.m., Tuesday March 15, 2016** from qualified firms for Internet Services for the Moore County Information Technology Department.

All inquiries for information concerning the Request for Proposals shall be directed to:

Terra Vuncannon, Purchasing Manager
P.O. Box 905
Carthage, NC 28327
(910) 947-7118 (Telephone)
(910) 947-6311 (Fax)

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above and the envelope shall bear the name and number of this Request for Proposals. It is the sole responsibility of the Proposer to ensure that its proposal reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed proposal.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____
(typed)

By: _____
(signed)

TABLE OF CONTENTS

INSTRUCTIONS TO PROPOSERS	Page 3
SCOPE OF SERVICES	Page 6
PROPOSAL FORM	Page 8
NON-COLLUSION AFFIDAVIT	Page 10
E-VERIFY AFFIDAVIT	Page 11
VENDOR FORM	Page 12
W-9 FORM	Page 13

INSTRUCTIONS TO PROPOSERS

1. **Sealed Proposals shall be submitted to the Issuing Department and include the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject any and/or all proposals, and to waive any informality in proposals unless otherwise specified by the Proposer. The Proposer shall sign the proposal correctly and proposals may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Proposers shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Proposers by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Tuesday February 24, 2016. NO EXCEPTIONS.** All addendums pertaining to this RFP will be posted to the County website at www.moorecountync.gov within 24 – 48 hours after the deadline for questions and/or after the pre-bid conference. **It is the Proposers responsibility to check the website for the addendums.**
4. The County will not be responsible for any oral instructions. Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Proposal Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no proposals may be withdrawn

until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.

6. Pursuant to North Carolina General Statutes Section 143-129, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Proposer shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The Service Provider shall not represent itself to be an agent of the County.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All Service Providers performing work/services at a County Detention Center shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the Service Provider will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/Service Provider must make the materials to be audited available within one (1) week of the request for them.
13. All Proposers must complete and submit the Vendor Form with their proposal package. This information will be used to create or update the County’s vendor file.
14. Proposers are cautioned that this is a request for proposals, not a request for contract, and the County of Moore reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

15. Proposals will be evaluated and a recommendation presented to the County of Moore Board of Commissioners for their approval.
16. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
17. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon thirty (30) days notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
18. **Sealed Proposals in one (1) original and two (2) copies will be received from each Proposer in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the form. Unsigned proposals will not be considered.**
19. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County’s evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked “Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Proposer 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 Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

SCOPE OF WORK

Specifications for Internet Service Provider for Moore County Government

The goals of the RFP are to (1) maintain reliable internet connectivity, (2) contract with an experienced and effective ISP, (3) provide a sufficient amount of bandwidth, and (4) enhance department internet experience through minimum service interruptions and quick resolution times. The following includes information on how the county is currently setup to achieve these goals as well as a list of specifications we feel necessary to continue achieving these goals.

Currently we have one dedicated internet access port and one Metro-E at our primary site and a Metro-E connection at two other secondary sites that connects them to our primary. See below for site addresses.

PRIMARY:

1. Public Safety: 302 S. McNeill St, Carthage, NC 28327

SECONDARY:

2. Parks & Rec: 155 Hillcrest Park Ln, Carthage, NC 28327
3. Public Works: 5227 US Highway 15-501, Carthage, NC 28327

1. Specifications:

- a. ISP shall quote according to cost price specification in section 3a, for a 50mbps, 100mbps, 500mbps, and 1Gbps of symmetrical business class of Internet transit.
- b. ISP shall provide connectivity via 2 Gigabit Ethernet (GE) interfaces on the PRIMARY site and 1 Gigabit Ethernet (GE) interface on all SECONDARY sites.
- c. ISP shall provide proof of two redundant upstream providers.
- d. ISP shall provide bandwidth 24 hours per day, 365 days per year.
- e. ISP shall have network engineering support 24 hours per day, 365 days per year.
- f. ISP shall provide web-based bandwidth utilization reporting.
- g. ISP shall be able to provide a contiguous range of at least /26 subnet Public IP addresses per contracted circuit.
- h. ISP shall show construction path from their closest point of presence to service address.
- i. ISP shall install all services and equipment included in proposal as well as responsibility of construction and any right of way and/or permitting requirements.

j. ISP shall guarantee quality of service – minimum uptime 99.9% per month with minimum of 4 hour response and resolution to problems. Vendor scheduled outages must be communicated with appointed staff within the Moore County Information Technology office. Moore County Government will accommodate brief pre-arranged outages during off-hours for vendor maintenance.

k. ISP shall maintain and/or replace, at its expense, all vendor installed equipment.

l. ISP shall be a wire-line carrier to the PRIMARY site location.

2. Additional Information Required:

a. ISP's Service Level Agreement.

b. ISP's policy on bursting bandwidth utilization.

c. Detailed list of ALL components and costs associated with implementation

3. Pricing:

a. Pricing shall be quoted as an annual amount based on a 5 year contract term and should include all construction cost.

b. Pricing should clearly show:

- Monthly recurring cost per location
- Initial non-recurring cost for construction and facility connection setup per location.
- 5 year service per location

c. Please quote with the following considerations:

- Vendor incurs all up front construction cost per location

d. Pricing shall be quoted for each existing site shown above separately.

e. Proposed pricing tiers will not increase during the contract term. . The County has the right to upgrade based on the provided cost proposal.

PROPOSAL FORM

The County of Moore requests your proposal to provide Internet Services for the County of Moore Public Information Technology Department as outlined in the Scope of Work.

Sealed Proposals will be received until 4:00 pm Tuesday March 15, 2016 at Financial Services, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any and/or all proposals.

On behalf of _____ (Proposer), I am submitting a proposal for internet services for the County of Moore.

	Implementation Cost	Monthly Cost			
		50mbps	100mbps	500mbps	1Gbps
Public Safety Primary Site					
Parks & Rec Secondary Site					
Public Works Secondary Site					

****Provide detailed list of ALL components and costs for implementation**

	Do not need a quoted price.
	Current internet speed.

TOTAL PROJECT COST FOR CURRENT NEEDS: _____
(Implementation Cost + Monthly Cost Current Internet Speed)

I certify that the contents of this proposal are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ Authorized Signature _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Responsive bid MUST include:

Signed Proposal Form

Non-Collusion Affidavit

E-Verify Affidavit

Vendor Application (must include three references for similar scope of work)

W-9 Form

ALL components requested within the Scope of Work

Copy of any licensure requirements for implementation

NON-COLLUSION AFFIDAVIT

North Carolina of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature and Title

North Carolina of North Carolina
County of _____
Subscribed and sworn before me,
This ____ day of _____, 2016

Notary Public
My commission expires _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this ____ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2016.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



Vendor Application

County of Moore

Financial Services – Purchasing Division
 PO Box 905
 Carthage, NC 28327
 Phone: (910) 947 - 7118
 Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # _____ SS # _____ Vendor # _____

Vendor Name

Date

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
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YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

- Disabled
 Minority Business Enterprise
 Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

References
