



**Internet Service for Midland County
Request for Proposal, 14MCO498 INTERNET SERVICE
Date Required: August 21, 2014
Time Required: 3:00 PM Local Time**

INTRODUCTION:

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors or Contractors, to provide **INTERNET SERVICE**. The following pages provide general information about the requirements and specifications for the package. We are requesting 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 1Gb per second.

COPIES AND RECEIPT:

Please submit one (1) original, two (2) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 7) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

INTERNET SERVICE for Midland County 14MCO498

Company Name

Responses must be received by **3:00 PM Local Time August 21, 2014**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Contractors may use mail or express systems to deliver their proposal to the Purchasing Department; they should insure that they are tendered to the carrier in plenty of time to reach the Purchasing Department 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:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

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A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon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

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Proposer is required to sign affidavit form included in Proposal documents.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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 3:05 PM, August 21, 2014, in the Purchasing Department Offices located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

Prior to award, selected Vendors may be asked to provide further information concerning their proposal. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County 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 Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County 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 County 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. Midland County will require that the successful vendor provide a service representative for all County 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:

Midland County will host a walkthrough of the Midland County Courthouse 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 **2:00PM on August 12, 2014** on the Ground Floor of the Midland County Courthouse. Please process through Security and wait on the Ground Floor until the walkthrough begins at 2pm.

Midland County Courthouse
500 N Loraine St
Midland, TX 79701

QUESTIONS:

If further information is required, please contact the Midland County Purchasing Department. 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 faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00PM on August 14, 2014**. Questions received after said date and time will not receive a response.

ORDINANCES AND PERMITS:

The Contractor/Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local code and ordinances.

INVOICES:

Invoices are to be mailed to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Purchase Order Number.

INSURANCE:

The awarded Vendor will maintain such insurance as will protect the Vendor and the County 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 Midland County and shall show all applicable coverage(s).

Other insurance requirements are:

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

Midland County will require the selected Vendor to name Midland County 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 an proposer and any Midland County personnel or official are not binding on Midland County.

RIGHTS OF THE CONTRACTING AUTHORITY:

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

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

REMEDIES:

The successful Proposer and Midland County 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 the County. Termination in whole or in part, by the County 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. The County 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.

VENUE:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas 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.

FUNDING CONTINGENCY:

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

ASSIGNMENT:

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

General specifications and requirements:

Midland County is seeking a vendor to provide internet service for Midland County. For ease in comparing companies, responses should follow the following format:

- 1.) Company Affidavit (notarized) on page 7.
- 2.) Narrative responses to items on pages 8-9. Please reference all responses to the related question line number.
- 3.) Service Level Agreement for the items proposed.

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

**REQUIRED FORM
COMPANY AFFIDAVIT**

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

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 said County, or any person representing or purporting to represent the County, 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 County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

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

Address _____

County, State, Zip _____

Notary Seal Below

Purpose

Midland County in an effort to meet the ever expanding needs of our employees and public users are seeking proposals for IPv4 Internet Access. Midland County requires this utility service to be delivered and installed to the industry's best practices.

Installation Location

Midland County Courthouse
500 N Loraine St, 7th Floor Datacenter
Midland, TX 79701

1. Requirements

1.1 Bandwidth

Midland County requires a full One (1) Gigabit per Second Internet Access circuit. The Service Provider will guarantee this minimum quantity of bandwidth to Midland County. This circuit will not be throttled or limited to a level below One (1) Gigabit per Second. Service Provider will provide sufficient bandwidth across their internal networks and to their peering providers to guarantee Midland County will receive the full speed of this circuit.

1.2 Technology

This circuit will be an IPv4 connection. IPv6 is not required or desired at this time. Multicast is not required.

1.3 Throttling and Filtering

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

1.4 Demarcation Point

Service provider will place their demarcation point in the Midland County Datacenter on the 7th floor of the Midland County Courthouse. Midland County has dedicated Service Provider 2-post racks where sufficient RUs will be provided for fiber shelves and any route switch gear. Midland County will provide a Cooling, Grounding, and UPS power for the Service Provider equipment in our Datacenter.

1.5 Building Access and Pathways

If the Service Provider needs to install Fiber Optic into the building, there are existing pathways into and through the building. Service provider will use an armored fiber optic cable. All fiber optic cabling that transits the Midland County Courthouse will be contained in an appropriate fire rated inner duct. Horizontal inner duct while transiting the above ceiling space on the first and seventh floors. Riser grade inner duct when transiting from the first to the seventh floor. 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 Midland County via a Fiber Optic Hand-Off. This Hand-Off is required to be over Multi-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. Midland County will evaluate suggested alternatives based on technical merit. Midland County makes no claims or guarantees that suggested alternative hand-offs will be accepted.

1.7 IPv4 Routing

Midland County will use a Default Static Route to send traffic to the Service Provider. Midland County 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

Midland County requires a /25 contiguous block of IPv4 Address to be supplied by the Service Provider. The service provider may use up to 8 of these 128 IP addresses as part of their peering setup with Midland County. 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 Midland County. Midland County will remain authoritative on their Domains. Midland County 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 Midland County to add future domains.

1.10 SLA and Support

Service Provider will provide an SLA for this circuit. Service will be monitored by a 24x7x365 Network Operation Center. Ticketing and Dispatch will 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

Midland County is seeking a contract guaranteeing these services for three (3) years. Please include an option for pricing on a five (5) year contract.

3. Service Turn-Up Date

Midland County requires service to begin on this circuit on November 17, 2014.