

**ADDENDUM NO. 2**

**TO**

**RFP 2023-01 Internet Services**

**Issued April 17, 2023**

Addendum No. 2 contains the answers to all questions received from vendors by April 3, 2023, 5:00 p.m. Mountain Time. Pursuant to Section 2.2.3 of the Instructions to RFP 2023-01 Internet Services, this Addendum No. 2 amends the RFP as set forth herein.

**Acknowledgement of Addendum No. 2**

Section 6 of the Instructions to RFP 2023-01 Internet Services provides that “the Offeror must acknowledge each addendum with a signature on the acknowledgement form provided with each addendum,” and that “[f]ailure to return a signed copy of each addendum acknowledgement form with the Proposal may result in the Proposal being found non-responsive.”

Offeror hereby acknowledges Addendum No 2.

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offeror Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| **Question** | **RFP Section** | **RFP Page** | **Question** | **Response** |
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| 1 | (RFP) Section 9.1.4 | 16 | Section 9.1.4 states that the Offeror is only responsible for installing, maintaining, and repairing all cabling and equipment up to the point of demarc. It does not state to the “point of the demarc extension.” This section seems to conflict with Section 9.1.5. Please clarify. | The demarc is the telecom equipment installed by the Offeror to deliver the circuit. |
| 2 | (RFP) Section 9.1.5 | 16 | Can you define “responsible.” In most instances, demarc extensions are installed, owned, and maintained by the building owner as part of their inside building wiring. Does this mean that we are only responsible to install the demarc extension? Or does this mean that we are responsible to install, service and maintain the demarc extension? | The Offeror is responsible for maintaining the demarc as defined in the answer above and will be responsible to install the demarc extension. |
| 3 | (RFP) 9.1.7 | 16 | Typically, circuit acceptance in the industry is within 5 to 10 business days. We are wondering if this could be handled differently by scheduling each circuit turnup according to a schedule provided by ISC so that the provider does not have circuits sitting for up to 30 days that are not billing. Also, what happens if ISC does not test the circuit within the 30 days? Can the Offeror at that point send the circuit to billing? | The circuit acceptance period will remain thirty (30) calendar days from installation, as described in Section 9.1.7 of the RFP.  However, Section 9.1.7 of the RFP is amended to add the following sentence: “If ISC does not accept or reject a circuit within thirty (30) calendar days of installation, the circuit is deemed accepted.”  Section 27 (“Acceptance”) of the Contract is also amended to add the following sentence: “If ISC does not accept or reject a circuit within thirty (30) calendar days of installation, the circuit is deemed accepted.”  Pursuant to Section 29 (“Invoices”) of the Contract, if ISC accepts or is deemed to have accepted a circuit, the Offeror may commence billing for that circuit. |
| 4 | (RFP) 9.1.8.5 | 17 | Is this requirement asking about circuit redundancy in our core network (provider/offeror’s network), or are you asking about circuit redundancy (redundant local loops) into each ISC location? Please provide more detail about your redundancy requirements. | Correct. This is asking about circuit redundancy in the provider/Offeror’s core network. ISC has a separate, private link at each location to provide redundancy to this proposed circuit. |
| 5 | (RFP) 9.2.2 | 17 | Question on routing. If we are doing a standard symmetric Internet service with a Static IP address and static routing to your routing device will that meet these requirements? | We are asking the offeror to provide the routing functionalities included in the proposed service. |
| 6 | (RFP) 9.2.3 & 9.2.4 | 17 | What is the difference in your definition of “planned maintenance” versus “scheduled maintenance?” Normally we consider our scheduled maintenance as our “planned maintenance,” and we notify our customers well in advance. Also, in RFPs we typically see language for “emergency maintenance,” or in other words “unplanned maintenance.” Emergency maintenance events often are in response to an outage that is affecting one or more of our customers. Is section 9.2.3 really asking about “unplanned maintenance?” | Section 9.2.3 of the RFP is amended to remove the current reference to “Offeror’s planned network maintenance” and replace it with “Offeror’s unplanned network maintenance.” |
| 7 | (RFP) 9.6 | 19 | This requirement is a large undertaking and a huge amount of data for the number of peering and transit points that we have for 12 months of historical data. Would you accept graphs that show 3 months of historical data? | Section 9.6 of the RFP is amended to change “12 months” to “3 months.” |
| 8 | (RFP) 9.7.3 | 19 | Our Customer Portal has been programed and built to provide a specific set of data and reports. Some of the items that you are asking for, we would consider to be custom reports. We can provide custom reports manually for these specific items when requested, but to change our Customer Portal would require a large IT and programming project. Are you really asking us to modify our Customer Portal for the specific custom reports that you are asking for? Or would you accept instead a list of what data we do provide with our Customer Portal and then a list of the items that we can provide manual custom reports for? | ISC is not asking Offerors to modify their customer portal for specific custom reports. Instead, please provide a list of the reports Offeror can generate, and note which reports are available in real time in the Offeror customer portal and which reports are considered custom and must be requested by ISC. Please also indicate the lead time for generating custom reports as we’ve requested circuit performance reports be provided within 24 hours.  Section 9.7.3 of the RFP is amended to no longer require the metrics of availability, latency, bandwidth utilization, traffic in and out, and total errors in and out as real time reports in the customer portal. However, those metrics must be available at least as custom reports upon ISC’s request. |
| 9 | (Contract) 8 | T&C #2 | Fiber is a 90-120 day standard interval to deploy if construction is required. Is this Acceptable? | Section 8 (“Orders”) of the Contract is amended to remove the reference to “ninety (90) calendar days” and replace it with “one-hundred and twenty (120) days.” |
| 10 | (Contract) 9 | T&C #2 | Some carriers do not have this SLA to give notice but we will provide every reasonable business effort to notify. Is that Acceptable? | No. |
| 11 | (Contract) 10 | T&C #2 | Applicable taxes & surcharges can change beyond our control. Is that Acceptable? | As noted on “Attachment 5 – Cost Proposal,” ISC accepts that regulatory fees and taxes are outside of Offeror’s control and thus Offeror cannot guarantee rates for those regulatory fees and taxes. |
| 12 | (Contract) 14 | T&C #3 | We cannot agree to this. “Convenience” & “Satisfaction” are subjective terms and cannot be measured. Our SLA’s and T&C’s have plenty of thresholds to measure performance instead. Is that Acceptable? | Section 14 (“Termination for Convenience”) of the Contract is amended to delete the current language and replace it with “Reserved.”  Section 13 (“Termination for Cause”) of the Contract is amended to delete the last sentence.  Section 15 (“Effect of Notice of Termination”) of the Contract is amended to remove the phrase “or for convenience under Section 14.” |
| 13 | (Contract) 15 | T&C #3 | Related to Section 14. We cannot agree to this. We ask that the prior discussion be honored. Is that Acceptable? | All proposed modifications and exceptions to the requirements, terms, and conditions of this RFP must be submitted to ISC pursuant to Section 2.3 of the RFP. ISC will determine whether to accept or reject such modifications and exceptions in accordance with Section 2.3 of the RFP. General references to prior “discussions” or “negotiations” are insufficient. |
| 14 | (Contract) 21 | T&C #5 | ISC will need to provide any Tax Exemption Certificate. Is that Acceptable? | Yes. |
| 15 | (Contract) 25 | T&C #6 | Because of equipment shortages, New and Certified Refurbished equipment may be used which we have no control over. If equipment malfunctions, we can request a New replacement. Is that Acceptable? | Section 25 (“Property and Equipment Status”) of the Contract is amended to state as follows: “It is understood and agreed that any property or equipment offered or shipped shall be new or certified refurbished and in first class condition and that all containers shall be new or otherwise suitable for storage or shipment, unless otherwise indicated by ISC in the RFP. “New” means property or equipment that has not been used previously and that are being actively marketed by the manufacturer or Contractor. The property or equipment may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer’s new product standards. The new or certified refurbished property or equipment offered must be provided with a full, unadulterated, and undiminished new or certified refurbished property or equipment warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the duration of the Contract. If new or certified refurbished property or equipment initially installed breaks or otherwise becomes inoperable, replacement property or equipment must be of the same quality, provide the same functionality, and be fully supported by Contractor. Contractor has all the same obligations to cover all costs, including labor, for replacement or repair of replacement property or equipment that it has for the new or certified refurbished property or equipment initially installed.” |
| 16 | (Contract) 27 | T&C #7 | We cannot rely on ISC’s schedule to accept a circuit. Billing can be withheld at a mutually agreeable time however we reserve the right to send a circuit to bill if not done by ISC within 30 days. Is that Acceptable? | See Response to Question 3, above. |
| 17 | (Contract) 29 | T&C #7 | We can provide Circuit ID’s on the online portal but not paper invoices. Limitation of billing system. Is that Acceptable? | Yes. |
| 18 | (Contract) 36 | T&C #10 | We cannot control budgets controlled by government rules. We invite discussion for clarity. Is that Acceptable? | No. ISC has a legal obligation to not incur liabilities that exceed its funding, which funding is generally determined annually on a fiscal year basis. See Idaho Constitution Art. VII, sec. 11, Idaho Code 59-1015, and Idaho Attorney General Opinion 19-1. To ensure ISC’s compliance with this legal obligation, it has included Section 36 (“Termination for Fiscal Necessity”) in the Contract. All proposed modifications and exceptions to Section 36 (“Termination for Fiscal Necessity”) must be submitted to ISC pursuant to Section 2.3 of the RFP. ISC will determine whether to accept or reject such modifications and exceptions in accordance with Section 2.3 of the RFP. |
| 19 | (RFP) 9.2 | 17 | How many IPs will be needed? Please list by each location. | One static public IP will be required per location. |
| 20 | (RFP) 9.2 | 17 | What types of routes need to be advertised for BGP (Full tables or??) | We don’t have a requirement to advertise BGP routes at this time but would like to understand the capabilities included in the service. |
| 21 | (RFP) 9.2 | 17 | Does the Courts require redundant providers at any locations? If so, please identify which locations and requirements (diverse provider, diverse provider core) Are different service types acceptable (asymmetrical?) | We do not require redundant providers at any location. ISC utilizes a private link for redundancy. |
| 22 | (RFP) 9.2 | 17 | Does ISC have a preferred network delivery method or diagram they can supply that identifies how each site needs to connect? Does customer anticipate need for provider hardware, what types of handoffs will be needed? Please list by location. | ISC does not currently have a preferred delivery method but is asking each offeror to provide their connection type. The offeror should include telecom equipment needed to provide connectivity to the circuit |
| 23 | (Contract) 25 | 6 | Will ISC require wireless access (WiFi) from carrier provided equipment? | ISC does not require wireless access from carrier provided equipment. |
| 24 | (Contract) 29 | 7 | Does ISC anticipate paying our invoice electronically (ACH, via our portal), a separate electronic billing platform, or by US mail? | Invoices are paid through the Idaho State Controller Office by check. |
| 25 | (Contract) II, 7 | 1 | Is there any internet transport that ISC does not want to be considered, such as microwave, satellite, 4G/5G, or other non-wired internet service? | ISC will not accept microwave, satellite, 4G/5G, or any other type of non-wired internet service at this time. |
| 26 | (Contract) II, 7 | 1 | At times we may find lower cost options available with a network transport speed higher than ISC has requested. While we assume this would be acceptable to present, can this be confirmed? | Yes, Offerors may propose bandwidth options at speeds greater than those requested by ISC. The bandwidth options listed in “Appendix B – Cost Spreadsheet” are minimums. |
| 27 | (Contract) Various |  | We previously negotiated many of the terms and conditions prior to this RFP being issued. Can we submit previously accepted terms and conditions as part of this RFP to supersede some of the requested language? | All proposed modifications and exceptions to the requirements, terms, and conditions of this RFP must be submitted to ISC pursuant to Section 2.3 of the RFP. ISC will determine whether to accept or reject such modifications and exceptions in accordance with Section 2.3 of the RFP. General references to prior “discussions” or “negotiations” are insufficient. |
| 28 | (RFP) 9.7.3 | 19-20 | RFP Requirement, Term, or Condition: Service Performance Reporting. Offeror shall provide end to end circuit performance reporting within 24 hours of the request. Additionally, Offeror must provide a customer web portal with real time statistics. The following metrics at minimum shall be included:  Availability;  Latency (within Offeror’s Network and between ISC and Offeror’s Network);  Bandwidth utilization %;  Traffic in and out (bits per sec);  Total Errors in and out.  Reason Requirement, Term, or Condition Should be Considered Non-Material: Special the requested metric of latency is not measured with internet access.  Proposed Modification, Alternative, or Exception: Requesting to remove requirement of a customer facing portal. Internet Access service comes with 99.999% Availability and a four-hour Mean Time to Repair guarantee. Bandwidth utilization reports are sent automatically at your selected interval; daily, weekly, monthly.  Reason for Proposed Modification, Alternative, or Exception: Requesting to remove customer facing portal requirement as it does not affect service being provided. | ISC is still requiring a customer portal. However, ISC is not asking Offerors to modify their customer portal for specific custom reports. Instead, please provide a list of the reports Offeror can generate, and note which reports are available in real time in the Offeror’s customer portal and which reports are considered custom and must be requested by ISC. Please also indicate the lead time for generating custom reports as we’ve requested circuit performance reports be provided within 24 hours.  Section 9.7.3 of the RFP is amended to no longer require the metrics of availability, latency, bandwidth utilization, traffic in and out, and total errors in and out as real time reports in the customer portal. However, those metrics must be available at least as custom reports upon ISC’s request. |