

**IDAHO SUPREME COURT**

**REQUEST FOR PROPOSALS**

**RFP 2023-01 INTERNET SERVICES**

**Issued March 13, 2023**

**Table of Contents**

[**RFP INSTRUCTIONS** 1](#_Toc129180051)

[**1** **Overview** 2](#_Toc129180052)

[**2** **Questions** 3](#_Toc129180053)

[**3** **Instructions for Submission of Proposal** 6](#_Toc129180054)

[**4** **Proposal Format** 7](#_Toc129180055)

[**5** **Proposal Review, Evaluation, Award, and CONTRACT** 8](#_Toc129180056)

[**6** **Mandatory Submission Requirements** 13](#_Toc129180057)

[**7** **Business Information** 14](#_Toc129180058)

[**8** **Organization and Staffing** 14](#_Toc129180059)

[**9** **Scope of Work** 15](#_Toc129180060)

[**ATTACHMENT 1 – OFFEROR QUESTIONS** 21](#_Toc129180061)

[**ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM** 23](#_Toc129180062)

[**ATTACHMENT 3 – SIGNATURE PAGE** 24](#_Toc129180063)

[**ATTACHMENT 4 – COVER FORM** 25](#_Toc129180064)

[**ATTACHMENT 5 – COST PROPOSAL** 27](#_Toc129180065)

[**APPENDIX A – CONTRACT** 29](#_Toc129180066)

[**APPENDIX B – COST SPREADSHEET** 30](#_Toc129180067)

# **RFP INSTRUCTIONS**

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| --- | --- |
| RFP Title | RFP 2023-01 Internet Services |
| RFP Project Description | The Idaho Supreme Court seeks proposals from qualified vendors to provide Internet Services at state court locations throughout Idaho. |
| RFP Lead | Jennifer Carr  Administrative Office of the Courts  [RFP-2023-01@idcourts.net](mailto:RFP-2023-01@idcourts.net)  (208) 334-2246 |
| Submit electronically | [RFP-2023-01@idcourts.net](mailto:RFP-2023-01@idcourts.net) |
| RFP Publication Date | March 13, 2023 |
| Deadline to Receive Questions | April 3, 2023, 5:00 p.m. Mountain Time |
| Response to Questions Published | April 17, 2023 |
| Proposal Submission Deadline | May 1, 2023, 5:00 p.m. Mountain Time |
| Proposal Opening Date | Within two (2) business days of Proposal Submission Deadline |
| Oral Presentations and Demonstrations | Scheduled at the discretion of ISC |
| Notice of Intent to Award | TBD |
| Protest Submission Deadline | Seven (7) days following the Notice of Intent to Award |
| Award | If no protests were submitted, within two (2) business days following the Protest Submission Deadline. If protests were submitted, within two (2) business days following the ISC’s response to all protests. |
| Initial Term of Contract and Renewals | Initial term of three (3) years, followed by two (2) annual renewals unless notice of non-renewal is given per the terms of the Contract. The Contract may thereafter be extended or renewed only upon mutual written agreement executed by both parties. |

# **Overview**

* 1. **Introduction**

Through RFP 2023-01 Internet Services, the Idaho Supreme Court (“ISC”) seeks proposals from qualified vendors to provide Internet Services at forty-six (46) locations specified within this RFP, and at additional locations that ISC may need Internet Services at in the future. ISC does not currently have commercial Internet Services at the forty-six (46) locations and relies on private connections through government partnerships.

Vendors are asked to submit pricing pursuant to “Attachment 5 – Cost Proposal” for each location that they are offering to provide Internet Services. Vendors are not required to offer Internet Services at all locations. However, Vendors must offer to provide Internet Services at five (5) or more of the locations to be considered for an award of a Contract. Proposals that offer to provide Internet Services at fewer than five (5) of the locations will be considered non-responsive and will not be evaluated. The Court reserves the right to not award any or all locations.

The forty-six (46) locations specified in this RFP are owned or leased by county government, not ISC and some may be considered historical buildings. Thus, implementation of Internet Services at each location will require permission from the owner(s) of the properties. For those locations at which ISC, in its sole discretion, chooses to implement Internet Services, ISC and Offeror will work together in good faith to obtain permission from such owner(s).

* 1. **ARPA Compliance**

The ISC is paying for the Internet Services set forth in this RFP using funds awarded to the State of Idaho from the State and Local Fiscal Recovery Fund (“SLFRF funds”) under the American Rescue Plan Act. The use of SLFRF funds must comply with U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions, signed by the State of Idaho on May 10, 2021; specified provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; and other requirements as specified by the U.S. Department of the Treasury. To help ensure ARPA compliance, ARPA required contract terms and conditions are included as Exhibit C to the Contract appended to this RFP as Appendix A.

* 1. **Vendor’s Responsibility to Comply With Laws**

In submitting a Proposal, executing a Contract, and fulfilling its contractual obligations, it is the Vendor’s responsibility to conform to ALL applicable federal, state and local statutes or other applicable legal requirements. ISC will not be responsible for any failure by any Vendor to meet applicable legal requirements.

* 1. **ISC Exempt from Procurement Laws**

The ISC is exempt from the State of Idaho’s Purchasing laws and requirements, and thus, these instructions shall govern this RFP.

**1.4. Dates Subject to Change**

All procurement dates set forth in this RFP are subject to change by the ISC. Notice of any change of procurement dates will be posted at https://isc.idaho.gov/procurement . It is the Vendor’s responsibility to be aware of and abide by all applicable procurement dates.

* 1. **Definitions**

A. AOC - The Administrative Office of the Courts.

B. ISC – The Idaho Supreme Court.

C. Contract - The written agreement that ISC will enter with the Contractor, attached hereto as Appendix A, and incorporated into this RFP as if set out in its entirety, and located at https://isc.idaho.gov/procurement . The Contract includes as exhibits: (1) this Request for Proposals; (2) Contractor’s Proposal as accepted by ISC; (3) ARPA compliance requirements as described in Section 1.2; and (4) other documents accepted by ISC.

D. Contractor - A Vendor that is awarded a Contract.

E. Internet Services – All cabling, equipment, construction, demarc extension, installation, activation, maintenance, repair, support, and all other goods and services necessary for Offeror to provide ISC with Internet access that meets the requirements of this RFP at each location offered by Offeror.

F. Offeror – A Vendor who has submitted a Proposal in response to this Request for Proposals.

G. Proposal – The Offeror’s written response, including the Technical Proposal and Cost Proposal, to this Request for Proposals that describes the solution or means of providing the Internet Services requested and which Proposal is considered an offer to perform in full response to the Request for Proposals.

H. Request for Proposals (“RFP”) – Means this document, all amendments to the RFP published by the ISC pursuant to Section 2.2, all modifications or exceptions accepted by ISC pursuant to Section 2.3, and all other documents, whether attached or incorporated by reference, utilized by ISC for soliciting Proposals for this RFP.

I. State – The state of Idaho.

J. Vendor – A person or entity capable of supplying Internet Services to ISC.

# **Questions**

* 1. **Restrictions on Communications**

Except as otherwise expressly permitted in this RFP, from the RFP Publication Date, until a Contract is awarded or the RFP is cancelled, Vendors are prohibited from communicating with ISC staff, evaluation committee members, or other associated individuals, except the RFP Lead, regarding this RFP.

* 1. **Questions**
     1. The RFP Lead is the only contact for this RFP. All correspondence must be in writing. It will be the Vendors’ responsibility to check for any amendments to the RFP document(s) prior to submitting a Proposal. In the event it becomes necessary to revise any part of this RFP, amendment(s) will be made available at https://isc.idaho.gov/procurement . Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Proposal, or if failure to give such information would be prejudicial to uninformed Vendors. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to https://isc.idaho.gov/procurement to be valid.
     2. Questions or other correspondence must be submitted in writing to the RFP Lead no later than Deadline to Receive Questions.
     3. Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted on <https://isc.idaho.gov/procurement> as an amendment to this RFP.
  2. **Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions**
     1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 1 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:
* The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
* Recommended verbiage for ISC’s consideration that is consistent in content, context, and form with ISC’s requirement that is being questioned.
* Explanation of how ISC’s acceptance of the recommended verbiage is fair and equitable to both ISC and to the party submitting the question.
  + 1. In the event that a Proposal contains modifications or exceptions to any RFP requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 2 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. ISC will not consider any modifications or exceptions that are not identified specifically on Attachment 2.
    2. ISC has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. ISC will only negotiate non-material modifications or exceptions. Modifications or exceptions which the ISC determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Proposal on ISC’s acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Proposal. Failure to do so will result in the Offeror’s Proposal being found non-responsive, after which it will receive no further consideration.
    3. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of ISC; however, ISC shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in ISC finding the Proposal non-responsive.
    4. Except as otherwise provided within the RFP, ISC will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the Proposal Submission Deadline.

# **Instructions for Submission of Proposal**

* 1. **General Instructions**
     1. Proposals must be submitted electronically, as detailed below, no later than the Proposal Submission Deadline. Except as otherwise addressed in this RFP, all submission materials must be submitted at the same time (in a single electronic package). If multiple submissions are received, only the latest timely submission will be considered.
     2. Alternate proposals are not allowed.
     3. All electronic files must be pdf format.
  2. **Electronic Submission** 
     1. Electronically submitted Proposals must be submitted to [RFP-2023-01@idcourts.net.](mailto:RFP-2023-01@idcourts.net) When submitting, UPLOAD YOUR TECHNICAL PROPOSAL, SEPARATE COST PROPOSAL, AND ALL OTHER REQUIRED SUBMITTAL ITEMS.
     2. Be advised that the max size of any single e-mail with attachments is 36MB. If a Proposal is too large to be submitted in a single e-mail, Vendor may submit the Proposal in more than one e-mail. If Vendor submits multiple emails for a single Proposal, Vendor must ensure that all e-mails that are part of the Proposal are submitted no later than the Proposal Submission Deadline. Vendor must also ensure that the e-mails are titled in such a way to make clear that the multiple e-mails are part of a single Proposal.
     3. Be advised that ISC is not responsible for a Vendor’s failure to timely submit a responsive Proposal due to any technical or technological difficulties.
     4. Offerors are further advised to submit response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror’s Proposal, as ISC may print uploaded documents for evaluation in the manner received.
     5. It is the Vendor’s responsibility to ensure that its Proposal is electronically submitted to [RFP-2023-01@idcourts.net](mailto:RFP-2023-01@idcourts.net) prior to the Proposal Submission Deadline. Late submissions will not be considered under any circumstances. The official time used in the receipt of electronic submissions will be the time the submission is received at the email address. No responsibility will be assumed for delays in or for the failure of any computer or electronic equipment.
  3. **Submission of Material Offeror Asserts is Exempt from Public Disclosure**
     1. Idaho Court Administrative Rule 32 (“ICAR 32”) generally allows the open inspection and copying of court records. All, or most, of the information contained in your Proposal will be a public record subject to disclosure under ICAR 32. Please note that there is no general exemption for trade secrets under ICAR 32. Trade secrets are exempt only to the extent they fall under one of the exemptions expressly listed under ICAR 32. If you consider any material that you provide in your Proposal protected from disclosure, you MUST so indicate by marking as “exempt” EACH PAGE containing such information. Marking your entire Proposal as exempt is not acceptable or in accordance with this RFP and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable and WILL NOT BE HONORED. Prices that you provide in your Proposal will not be exempt from disclosure. ISC, to the extent allowed by law and in accordance with this RFP, will honor a designation of nondisclosure. Any questions regarding the applicability of ICAR 32 should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Proposal.
     2. If your Proposal contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Proposal with all exempt information removed or blacked out. ISC will provide this redacted Proposal to requestors under Idaho Court Administrative Rule 32. Offerors must also:
        1. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”
        2. Provide a separate document with your Proposal entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow ISC to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
        3. Vendor shall indemnify and defend ISC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents or portion of a document as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by ISC shall constitute a complete waiver of any and all claims for damages caused by any such release. If ISC receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.
  4. **Modification of Submitted Proposal**
     1. An Offeror may modify or change a previously submitted Proposal at any time prior to the Proposal Submission Deadline by amending its Proposal and resubmitting it (e.g. adding or removing attachments, modifying pricing, etc.).
  5. **Withdrawal of Submitted Proposal**
     1. An Offeror may withdraw a previously submitted Proposal at any time prior to the Proposal Submission Deadline by submitting a signed letter to the RFP Lead stating the same and including the language: “WITHDRAWAL OF PREVIOUSLY SUBMITTED PROPOSAL.”
     2. After the Proposal Submission Deadline passes, the Offeror agrees that its Proposal shall be good and may not be withdrawn for a period of one hundred fifty (150) days from the Proposal Opening Date.

# **Proposal Format**

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

* 1. **Table of Contents**

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major sections.

* 1. **Format**

Proposals shall follow the numerical order of this RFP beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP Section followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror’s response. Except for brochures, financials, work samples, or other similar submission items, all Proposals must be submitted in Adobe Acrobat PDF format. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; ISC will not be responsible for any failure to consider information outside of or imbedded in the Proposal.

* 1. **Evaluation Codes**

**(M) Mandatory Response** - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror’s Proposal non-responsive.

**(ME) Mandatory and Evaluated Response** - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror’s Proposal non-responsive. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E) Evaluated Response** - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

Note: ISC may waive minor informalities as well as minor deviations. ISC also reserves the right to seek clarification on any (M), (ME), or (E) requirement.

# **Proposal Review, Evaluation, Award, and CONTRACT**

* 1. **Opening**

Proposals will be opened on the Proposal Opening Date. Within two (2) business days after the opening, the ISC will publish the names of the Offerors at <https://isc.idaho.gov/procurement.> No other information will be disclosed at that time.

* 1. **Overview of Evaluation Criteria**

The objective of ISC in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended. Responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror’s capabilities to satisfy ISC’s requirements. It is the Offeror’s responsibility to furnish sufficient information to ISC to determine whether or not the Internet Services offered in the Proposal conforms to ISC’s specifications.

* + 1. All Proposals will be reviewed to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.
    2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements Pass/Fail

Business Information (Section 7) 100 points

Organization and Staffing (Section 8) 100 points

Scope of Work (Section 9) 350 points

Oral Presentations or Demonstrations 100 points

Cost Proposal 350 points

**Total Points** **1,000 points**

* 1. **Technical Proposal**
     1. The Technical Proposal will be reviewed on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by ISC in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
     2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).
  2. **Oral Presentations/Demonstrations**
     1. Product Demonstration. At ISC’s discretion, up to three (3) Offerors, with the highest total score after the evaluation of the Technical Proposal is complete, may be asked to make demonstrations of the offered Internet Services. ISC may provide demonstration scenarios in accordance with the specifications of this RFP. If ISC holds demonstrations, they will be mandatory for all invited Offerors and will be evaluated.
  3. **Cost Proposal**
     1. The evaluation of the Cost Proposal will be based on the lowest overall cost for ISC, as set forth in Attachment 5 – Cost Proposal. An Offeror’s Cost Proposal will be evaluated only if the Offeror’s Technical Proposal is responsive.
  4. **Responsibility**

ISC reserves the right to make reasonable inquiry about or from the Offeror or from third parties to determine the responsibility of an Offeror. Such inquiry may include, but is not limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of an Offeror to promptly supply any requested information may result in a finding of non-responsibility. Nothing herein shall prevent ISC from using other means to determine Offeror’s responsibility.

* 1. **Award**
     1. Potential for Multiple Contract(s). The Idaho Supreme Court may issue multiple Contracts as a result of this RFP.
     2. Award of Contract(s). The Contract to provide ISC with Internet services at a particular location will be awarded to the responsive, responsible Offeror that has the highest total points of all Offerors that submitted pricing for that location. All locations awarded to the same Offeror will be awarded under a single Contract. ISC’s award of a location to an Offeror grants to that Offeror only the right to provide ISC with Internet Services at the bandwidth requested by ISC for that location in “Appendix B – Cost Spreadsheet.” An award of a location to an Offeror is not a guarantee that Internet Services will be implemented. Whether to implement Internet Services at an awarded location is solely within the Court’s discretion.
     3. Tie. In the event of a tie for a specific location, that location will be awarded to the Offeror with the Technical Proposal that has the highest points among those Offerors that submitted pricing on that location.
     4. ISC’s Right to not Award. ISC reserves the right to not award any or all locations.
     5. Modification of Award. If, after an award but before implementation of Internet Services at a location, ISC decides that the initially requested requirements for that location (e.g. bandwidth, etc.) no longer meet its needs or are no longer in its best interests, ISC may submit a request to all Offerors that were awarded a Contract under this RFP to submit a quote for that location based on the new requirements. Whether to purchase Internet Services for a location based on the new requirements is solely within ISC’s discretion. Purchases will be made from the Offeror whose terms and conditions regarding price, availability, support services, and delivery are most advantageous to ISC.
     6. Addition of Locations to Award. ISC reserves the right to add Internet Service locations to the resulting Contract(s). If ISC desires to add an Internet Service location, ISC will submit a request to all Offerors that were awarded a Contract under this RFP to submit a quote for that location. Whether to purchase Internet Services at the new location is solely within ISC’s discretion. Purchases will be made from the Offeror whose terms and conditions regarding price, availability, support services, and delivery are most advantageous to ISC. New locations will be added to such Offeror’s Contract, and will adhere to all terms and conditions of the Contract.
  2. **Notice of Intent to Award**

After the ISC determines which Offeror(s) will be awarded Contract(s) under Section 5.6, the ISC will issue a letter to each Offeror that submitted a responsive Proposal, informing each such Offeror of ISC’s intent to award the Contract(s).

* 1. **Protests**

Any Offeror who is aggrieved with the ISC’s intent to award may submit a protest addressed to the Administrative Director of the Courts (“ADOC”). The protest must be submitted in writing within seven (7) calendar days after such aggrieved Offeror receives the Notice of Intent to Award. The protest must set forth in specific terms the alleged reason(s) the selection is erroneous. The protest will be resolved by the ADOC at their earliest convenience, and the ADOC’s response will be deemed to fully resolve any dispute set forth in the protest(s).

* 1. **Pre-Contracting Clarification Discussions**
     1. After the protest period and prior to the execution of a Contract, ISC may engage in pre-contracting clarification discussions with any or all Offerors that will be awarded Contract(s) under Section 5.6. The purpose of pre-contracting clarifying discussions is to clarify expectations and develop a Service Initiation Implementation Plan (SIIP). The SIIP would include a critical path timeline and critical path tasks for implementing Internet Services at the locations being awarded.
     2. If, after twenty (20) working days from the start of pre-contracting clarification discussions, ISC and an Offeror are not able to reach agreement on the SIIP, the ISC may terminate discussions and find the Offeror non-responsive. ISC will then deem the next highest-ranking Offeror for those locations and enter into pre-contracting clarifications discussions with them.
     3. ISC will not be liable for any Offeror costs associated with pre-contracting clarification discussions.
     4. ISC reserves the right to extend the time for the pre-contracting clarification discussion period should the ISC determine it to be in its best interest.
  2. **Contract**
     1. Any ensuing contractual relationship between ISC and Contractor will be governed by the Contract attached hereto as Appendix A. Except as otherwise permitted in this RFP and accepted by ISC, no additional or supplemental terms and conditions submitted by the Offeror as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this RFP and any ensuing contractual relationship. If you condition your Proposal on such additional terms and conditions, your Proposal will be deemed nonresponsive. IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE CONTRACT, ADDRESS THEM IN WRITING AS PROVIDED IN SECTIONS 2.2 and 2.3.
     2. By submitting a Proposal, Offeror represents that it accepts and is willing to comply with the requirements of this RFP and sign the Contract attached to this RFP as Appendix A, except for those modifications or exceptions identified on Attachment 2 in compliance with Section 2.3 of this RFP.
     3. The Contract is not effective until the authorized representatives of the selected Offeror and ISC have signed the Contract (which signatures may be electronic). The selected Offeror shall not provide Internet Services until the Contract has become effective. Furthermore, ISC is in no way responsible for reimbursing the selected Offeror for Internet Services provided prior to Contract execution and the arrival of the effective date of the Contract.
  3. **Rejection of Bids and Proposals and Cancellation of RFP**
     1. Prior to the issuance of a Contract, ISC shall have the right to accept or reject all or any part of a Proposal when: (i) it is in the best interests of ISC; (ii) the Proposal does not meet the minimum specifications; (iii) the Proposal is not the highest ranked Proposal; (iv) a finding is made based upon available evidence that an Offeror is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the goods or services offered deviate to a major degree from the specifications, as determined by ISC (minor deviations, as determined by the ISC, may be accepted as substantially meeting the RFP requirements).
     2. Prior to the issuance of a Contract, ISC shall have the right to reject all Proposals, or to cancel this RFP entirely, for any reason whatsoever or no reason at all. Reasons that may lead to the ISC rejecting all Proposals or cancelling this RFP entirely include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Internet Services are no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Proposals were not independently arrived at or were submitted in bad faith; (vii) it is determined that not all requirements of the RFP process were met; (viii) insufficient competition; or (ix) it is in the best interests of ISC.

# **Mandatory Submission Requirements**

The Technical Proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY. OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

(M) Signature Page: Complete, sign, and submit **Attachment 3 - Signature Page**. Your Signature Page should be included at the FRONT of your Technical Proposal.

(M) Cover Form: Complete, sign, and submit **Attachment 4 - Cover Form.**

(M) Acknowledgement of Addenda If addenda are issued for this RFP, the Offeror must acknowledge each addendum with a signature on the acknowledgement form provided with each addendum. Failure to return a signed copy of each addendum acknowledgement form with the Proposal may result in the Proposal being found non-responsive.

**Section 7**: Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.

**Section 8**: Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.

**Section 9**: Provide responses to all (M), (ME) and (E) sections, and all other required submittal items.

(ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 5 - Cost Proposal**. Submit the Cost Proposal in a separate file.

Redacted copy of Technical Proposal and list of redactions made pursuant to Idaho Court Administrative Rule 32, as detailed in **Section 3.3**.

Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a Contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

# **Business Information**

* 1. **(ME) Business Profile**

Provide a profile of Offeror’s business including Offeror’s business history, how the business is organized (e.g. organized as LLC in Idaho, organized as corporation in Delaware, wholly owned subsidiary of named parent company, etc.), description of current service area, description of the Offeror’s operations (e.g. facilities, objectives, etc.), and a description of the Offeror’s customer base. Provide the total number of its employees, and the number of direct network administrative and engineering staff supporting the Offeror’s backbone network.

* 1. **(ME) Experience**

Describe in detail your knowledge and experience to successfully provide the Internet Services required in this RFP, including the number of years the Offeror has been providing the services required in this RFP. Describe in detail your experience in managing, engineering, and providing enterprise commercial Internet Services to other large commercial or government customers of similar size and scope.

* 1. **(M) Organizational Chart**

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

* 1. **(ME) Demonstrated Success**

Provide specific data demonstrating previous success with implementing and providing services of a type similar to that which ISC is requesting. Such data should include bandwidth contracted and actual performance at customers’ locations.

* 1. **(E) Customer Satisfaction**

Over the last ten (10) years, approximately what percentage of customers have chosen to remain with Offeror when given an option (e.g. exercising option renewals, extending agreements, selecting Offeror again upon re-solicitation, etc.)

* 1. **References**

Provide a minimum of three (3) trade references including names of persons who may be contacted, their positions, addresses, and phone numbers where services similar in scope to the requirements of this RFP have been provided.

# **Organization and Staffing**

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

* 1. **(ME) Account Management**

Each Offeror receiving a contract must assign an account manager and service manager through whom all ongoing billing, support, maintenance, outages and escalations will be coordinated. Provide a description of the proposed account manager and service manager’s experience and qualifications, and provide their names, phone numbers, and e-mail addresses. You may include the submission of resumes in response to this section. These representatives should be available during typical business hours, Monday through Friday, 8:00 a.m. to 6:00 p.m. (Mountain Time). The account manager and service manager will be completely responsible for all billing, support, maintenance, outages and escalations for services awarded.

Submit an escalation chart in the event the representative is unavailable or is unable to address issues. The escalation chart will include the names, titles, telephone numbers, e-mail addresses and mailing addresses for each escalation contact.

The Offeror will keep this information current throughout the initial term of the Contract, and all subsequent renewal terms (if any).

* 1. **(ME) Key Personnel and Qualifications**

Provide a list of key management, customer service and other roles to be used in the fulfillment of this Contract (in addition to the Account Manager). Please include the experience and qualifications of any additional representative who will be assigned to this Contract. Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the delivery of services. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

* 1. **(M) Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements. NOTE: The information provided for subcontractors, if any, will be evaluated as part of **Section 8.2**, **Other Key Personnel and Qualifications**.

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

**8.4 (M) Background and/or Security Check**

All of Offeror’s officials, officers, employees, agents, and subcontractors who will perform work on location will be subject to a background and/or security check as determined by the owner(s) of the location and ISC. Entry may be refused to any of Offeror’s officials, officers, employees, agents, and subcontractors for any reason, including failure to comply with or pass a background and/or security check.

# **Scope of Work**

**All sections of the Scope of Work are required contract services.** Use this Proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement marked (M) or (ME) below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the ISC in order to achieve full compliance with all tasks and deliverables.

1. **(ME) Service Requirements**
   * 1. Offeror must offer one (1) static IP per location.
     2. Offeror must offer to provide Internet Services at five (5) or more of the forty-six (46) county courthouse locations specified within this RFP.
     3. Offeror’s Internet Services must provide Internet access to ISC’s equipment at each offered location 24 hours per day, seven days per week, for the term of the Contract.
     4. Offeror is responsible for installing, maintaining, and repairing all cabling and equipment up to the point of demarc (i.e. required to terminate the circuit) necessary to provide Internet access that meets the requirements of this RFP at each location offered by Offeror. For the avoidance of doubt, this includes applying security, BIOS, and firmware updates, backing up configurations, etc.
     5. Offeror is responsible for all demarc extensions necessary to provide Internet access that meets the requirements of this RFP at each location offered by Offeror.
     6. Offeror will clearly and indelibly label each circuit at point of demarc and any demarc extension with offeror's circuit identification number.
     7. Each circuit will be tested by ISC within thirty (30) calendar days of installation. Internet Services are not accepted, and billing may not commence, until the circuit is successfully tested and accepted by ISC.
     8. General Requirements - The following standards and desired capabilities are not exhaustive and are expected to evolve with emerging technologies and standards.
        1. Standards and Quality of Service Guarantees: Current Standards and Standards Bodies: At a minimum, all product and service offerings are compliant with applicable standards for the purchased product or service as required by the following standards setting bodies: Telcordia, ITU, ANSI, IEEE, IETF, FCC, NIST, CTIA, CableLabs, Metro Ethernet Forum, and IP MPLS Forum.
        2. Quality of Service (QoS) Guarantees: Specific types of QoS guarantees that are required to be included as part of the purchase price of offered services as described in the ‘Product Description' section of Attachment 5 – Cost Proposal, associated with each service category. These guarantees are further specified as appropriate on a product-by-product basis in Attachment 5 – Cost Proposal. However, at a minimum, the following types of QoS guarantees are required by Offeror for every service category with stated Service Level Agreements (SLAs) appropriate to the specific product.

• Percentage of availability,

• Time to respond reported trouble,

• Time to repair reported trouble.

* + - 1. Network Scalability: The ability to increase/decrease delivery of service in number and/or size within a reasonable timeframe.
      2. Network Survivability: The ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.
      3. Network Redundancy: Having one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.
      4. Bandwidth is provisioned at a minimum committed rate. The Offeror may also propose a higher maximum (or burst) bandwidth rate.
  1. **(ME) Network Requirements**
     1. The physical connection between the Offeror’s equipment and ISC’s equipment will be delivered via the appropriate physical connection type for the service being provided.

The Offeror will indicate what connection type will be proposed as part of their response.

* + 1. Feature functionality:
* Symmetric
* Asymmetric
* Border Gateway Protocol (BGP)
* Open Shortest Path First (OSPF)
* DNS Services
* Carrier DHCP Addressing
* Static IP Address
* Private IP Address
* Other features that may not be listed above, or as emerge with technology.

Please describe all of the included features of the proposed service.

* + 1. Reliability - Offeror’s planned network maintenance will not interrupt service. Such an event will be considered a reduction in availability and trigger a request for a credit and be counted towards the three allowable events before contract termination.
    2. Scheduled Maintenance – ISC may approve or deny Offeror’s scheduled maintenance requests. Offeror will notify ISC and request approval of scheduled maintenance 2 business days prior to requested maintenance. Maintenance at each location will require permission from the owner(s) of the properties.

Please describe in detail how the Offeror ensures reliable delivery of Internet Services including scheduled maintenance requests.

* 1. **(E) Other Services** – ISC will consider additional products and services. The Offeror may propose additional offerings they believe fit within the scope of the solicitation but are not specifically listed. These proposals will be submitted in the ‘Value-Added Services’ table in (Attachment 5 – Cost Proposal). ISC will evaluate these products and services and decide if they fit the scope of the RFP. In ISC’s sole discretion, these products or services may be added to the Contract.
  2. **(ME) Service Level Guarantees** 
     1. Minimum Guarantees:
* Restore and Response defined:
  + Restore – Means a ‘full service restoration’.
  + Response – Means having a physical presence onsite.

1. Restore and Response times:
   1. Full restoration completed within four (4) hours.
   2. If full restoration cannot be achieved within the above stated time frames, the customer will be notified immediately upon discovery of such event that hinders restoration.
   3. Every hour that service has not been restored the carrier or provider will be responsible for updating the customer of status on the restoration project.
2. Restore and Response Credits:
   1. For every 15 minutes beyond the Restore and Response times that ‘full service restoration’ is not completed, the Offeror will be charged a credit of 5% of the customer’s monthly bill for that site. This will be seen in the form of a credit against the billed amount at the end of the month. If, for example, ‘full service restoration’ takes 30 minutes beyond Restore and Response time, the credit will be 10% of the customer’s monthly bill for that site.
   2. If three or more events occur that trigger a request for a credit (whether the credit is requested or not) within an 18-month period, ISC may terminate this Contract.
   3. ISC, in its sole discretion, can allow an exception to this within their negotiated service level guarantees, based on agreed to terms by both parties, for allowances such as, but not limited to, force majeure.
3. Restore and Response tracking:
   1. The four (4) hour window will start when ISC calls the carrier directly and opens a repair ticket.
   2. Once the service has been fully restored, the carrier will call ISC and notify of completion.
   3. Once notified, ISC confirms that service has been fully restored before the carrier closes the open repair ticket. Once this confirmation has been completed the window for restoration will be closed and calculated for any applicable penalties.
   4. If the carrier or provider closes the repair ticket before confirmation has been provided by ISC and is required to open a new ticket, the restoration and response time will not be restarted, rather merged with the original outage notification.
      1. Fault Response and Escalation. Offeror shall meet or exceed the following service performance requirements for fault response and escalation:
         * Response time by Offeror’s NOC: ≤15 minutes for response and ticket to be generated;
         * Offeror response time to be onsite to diagnose and repair in case of Network Outage: ≤2 hours;
         * Mean time to Repair: ≤4 hours;
         * Escalation to Offeror’s head of operations: ≤4 hours;
         * Escalation to VP of Operations for Offeror’s company with availability to join conference calls and assist with resolution: ≤6 hours.
      2. Offeror will make performance statistics for latency and availability available on demand.

Describe how you will ensure minimum service level requirements and make these statistics available.

* 1. **(ME) Security Requirements**

Describe how you will support ISC in the event of a denial of service attack. Include specific mechanisms (such as bandwidth limiting and null routing) and the response time to implement such mechanisms. Describe any value-added security services available to prevent or minimize the impact of such attacks.

Describe other security mechanisms that you support to protect BGP sessions, or other value-added security options that can be included in your offering.

Describe how Offeror’s security incident management process and how the ISC Security Team can be integrated.

* 1. **(ME) Offeror’s Network**

Describe your North American Internet access network in both narrative and graphic form. Include the overall architecture, number and location of Points of Presence (PoPs), link capacities connecting PoPs, descriptions of carrier-class routing/switching equipment, redundancy, fault tolerance, routing policies including BGP, current and planned support for IPv6, in-place physical and electronic security measures, and any other materially relevant information.

Describe local and regional peering and transit relationships between your network and each ISP with which you have a transit or peering relationship. Describe the locations and link capacities of peering/transit points.

Offerors must include historical data documenting availability, latency and packet loss statistics for their peering and transit points over the last 12 months.

* 1. **(ME) Offeror’s Operations**
     1. Network Operations Center (NOC). Offeror will make available trained and knowledgeable technical staff via web portal, help desk or by toll-free telephone, to report and manage incidents 24 hours per day, 7 days per week. Reporting must include the ability to provide email and text message updates of outages and repair estimates.

Describe how Offeror will meet this requirement.

* + 1. Performance Monitoring. ISC requires that Offeror has tools and processes in place for remote monitoring of all of Offeror’s relevant equipment, with automated processes to detect and avoid issues before they degrade service levels. Describe how you will meet this requirement.
    2. 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.
    3. Status Report. Offeror must provide a written status report for all problems (type of problem, estimated time to repair, vendor ticket number) to the ISC Service Desk and periodic updates per the requirements in Fault Response and Escalation. The written status report could take the form of an e-mail to the ISC Service Desk’s trouble ticketing system and specific keyword requirements will be established between Offeror to enable automated routing.
    4. Incident Management. Describe potential integrations available between the Offeror’s incident management system and the ISC Service Desk’s ticket tracking platform.
  1. **(ME) Electronic Transmission of Billing Data**

Describe in detail the capability of the Offeror to provide billing data in electronic format and describe the formats available for use by ISC for integration into its internal billing process.

* 1. **(ME) Implementation Plan**
     1. Offeror is fully responsible for the implementation of Internet Services.
     2. Describe your implementation plan, including any construction, installation, or activation required to provide the Internet Services.
     3. Describe your project management resources and approach to provide the Internet Services. Include high level milestones such as Service Test Date and Service Start Date and proposed timeline of implementation at all locations for which you submit pricing. “Service Test Date” means the date that Internet service is available to ISC for testing traffic, routing and performance. “Service Start Date” means the date that Internet service is available for live, production use.
  2. **(ME) Descriptions of Costs and Fees**
     1. Non-Recurring Costs. Describe any non-recurring costs that you will charge to install, use or change the Service. Such may include (but are not limited to) one-time charges to install, construct or extend to site dmarc, changes to bandwidth, costs to rate limit in case of a DDOS attack or increase bandwidth over certain levels. Do not include amounts for these charges in your response to this requirement. Include the amount of the proposed charge(s) only in Attachment 5 – Cost Proposal.
     2. Taxes and Regulatory Fees. ISC is exempt from State sales tax, Federal excise tax, and 911 surcharges. For all other taxes or regulatory fees Offerors must Identify each type of tax and regulatory fee they believe is applicable for the offered service. Describe how each will be applied or calculated. Do not include amounts for these charges in your response to this requirement. Include the amount of the proposed charge(s) only in Attachment 5 – Cost Proposal.

# **ATTACHMENT 1 – OFFEROR QUESTIONS**

RFP 2023-01 Internet Services

**Instructions:**

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to Contract, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for ISC’s use only.
4. Once completed, this form is to be e-mailed to the RFP Lead at [RFP-2023-01@idcourts.net.](mailto:RFP-2023-01@idcourts.net) The e-mail subject line is to state the RFP number followed by “Questions.”

RFP 2023-01 Internet Services

| **Question** | **RFP Section** | **RFP Page** | **Question** | **Response** |
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# **ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM**

RFP 2023-01 Internet Services

**Instructions:** Complete this form and submit with your Proposal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Contract). See RFP **Section 2.3** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.3.1.**

The determination of materiality will be made at ISC’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of ISC, and as otherwise provided in RFP **Section 2.3.4**.

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| RFP Section | RFP Requirement, Term, or Condition | Reason Requirement, Term, or Condition Should be Considered Non-Material | Proposed Modification, Alternative, or Exception | Reason for Proposed Modification, Alternative, or Exception |
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**ATTACHMENT 3 – SIGNATURE PAGE**  
RFP 2023-01 Internet Services

Offeror’s Proposal is submitted in accordance with the Instructions to RFP 2023-01 Internet Services, including all attachments, exhibits, and addenda. Offeror accepts and is willing to comply with all requirements associated with this RFP, other than any modifications or exceptions requested on Attachment 2 pursuant to Section 2.3 of the RFP. Offeror affirms that the Proposal is firm and binding for one hundred (150) calendar days from the Proposal Opening Date.

As the undersigned, I certify I am authorized to sign and submit this Proposal on behalf of Offeror. I recognize and acknowledge that I am also responsible for reviewing and acknowledging each addendum with a signature on the acknowledgement form provided with each addendum.

Failure to return a signed copy of this signature page and each addendum with the Proposal may result in the Proposal being found non-responsive.

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

Offeror Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# **ATTACHMENT 4 – COVER FORM**

RFP 2023-01 Internet Services

**(M) Attachment 4 – Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

|  |  |
| --- | --- |
| **Requirement** | **Response** |
| Offeror’s corporate or other legal entity status | Corporation  Limited Liability Corporation (LLC)  Limited Liability Partnership  Sole Proprietorship  Other (specify) |
| Offeror’s Tax Identification Number | EIN: |
| Is Offeror a legal entity with the legal right to contract? | Yes  No |
| Other than modifications/exceptions identified on Attachment 2, in compliance with Section 2.3 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and sign the Contract attached to this RFP as Appendix A? | Yes  No |
| Is Offeror in compliance with applicable equal employment regulations? | Yes  No |
| Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract? | Yes  No |
| Does Offeror understand and agree that for breach or violation of the above term, ISC has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies. | Yes  No |
| Firm(s) and/or staff responsible for writing the Proposal. | Names: |
| Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs?  Note: vendor information is available at <https://sam.gov>. | Yes  No |
| Does the Offeror affirm that the Proposal will be firm and binding for one hundred fifty (150) calendar days from the Proposal Opening Date? | Yes  No |
| Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract? | Yes  No |

Signed By:

Printed Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

**ATTACHMENT 5 – COST PROPOSAL**  
RFP 2023-01 Internet Services

**(ME) Attachment 5 – Cost Proposal must be completed and submitted as part of your Proposal.** Appendix B – Cost Spreadsheet is part of this Cost Proposal. All pricing information must be included in Appendix B – Cost Spreadsheet.Offerors should add columns to the Appendix B – Cost Spreadsheet as necessary to input all amounts that Offeror proposes to charge, bill, or invoice ISC. Offerors may bid any or all locations.

1. Pricing for Internet Access Sites

Pricing will be evaluated by site, based on the MRCs, NRCs, and other charges for the initial Contract term. The Proposal with the lowest overall Total Cost proposed for a location will receive the maximum score for their Cost Proposal for that location. Other Proposals for the same location will be assigned a portion of the maximum score using the following formula: Maximum Score x (Lowest Cost Proposal/Cost Proposal being evaluated).

With the exception of regulatory fees and taxes outside of Offeror’s control, all proposed pricing is “Not to Exceed” pricing and is guaranteed for the initial term of the Contract, per contracted location, and per contracted bandwidth. If Offeror wants to update pricing after the expiration of the initial term of the Contract or expiration of a subsequent renewal term (if any), Offeror must submit the requested updated pricing to ISC at least one hundred twenty (120) days prior to said expiration date. If ISC agreed to the updated pricing and to a renewal of the Contract, it would take effect at the beginning of the next renewal term (if any).

1. Value-Added Services

Offerors may offer Value-Added services. Value-Added Services are not mandatory but will be evaluated. The ISC reserves the right to add Offeror offered Value-Added Services at the time of contracting, or during the time the Offeror has stated that the Value-Added Services are valid. Should the ISC choose to add the service after the Contract becomes effective and prior to the expiration of the Value-Added Service offer, an amendment to the Contract will be issued for adding the service.

At the bottom of the Cost Spreadsheet, an area is provided for adding Value-Added Services. Provide a description of the service, cost information, and provide either a date on which the offer for the Value-Added Service ends or the number of days the offer to provide the Value-Added Service is valid. Even after the offer for the Value-Added Service expires, the ISC may still request the service at negotiated pricing. Upon mutual agreement, the ISC and Offeror may add the service to the Contract by amendment. Value-added Services will be provided in accordance with the terms of the Contract, regardless of when added.

1. Offeror’s Best Pricing

Offeror warrants that, for the term of the Contract, the prices and discounts set out in Attachment 5 – Cost Proposal, including any subsequent agreed amendment, will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Offeror sells equivalent services, items of equipment and materials.

That price-plus-discount equivalence is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

If, at any time, Offeror’s best pricing for equivalent services, items of equipment, and materials is lower than the pricing provided in the Cost Proposal, Offeror agrees to adjust the pricing provided in the Cost Proposal to match the Offeror’s best pricing for all sales made after the date when the Offeror’s best pricing was lower than the pricing provided in the Cost Proposal. If Offeror does adjust pricing lower, Offeror will provide explanation.

1. Pricing All-Inclusive

Pricing must be all-inclusive. Offeror will be able to charge, bill, or invoice ISC only those fees, costs, expenses, overhead, profit, taxes, etc., that are included in the pricing provided in Appendix B – Cost Spreadsheet.

# **APPENDIX A – CONTRACT**

RFP 2023-01 Internet Services

Please review the Contract located at <https://isc.idaho.gov/procurement.>

# **APPENDIX B – COST SPREADSHEET**

RFP 2023-01 Internet Services

Please review the Cost Spreadsheet located at <https://isc.idaho.gov/procurement.>