

# **Town of Falmouth, Maine Request for Proposals Network/ISP Services**

## **Introduction**

The Town of Falmouth, Maine ("Town") is requesting proposals for the provision of broadband services needed to meet the current and future needs of the Town.

We will consider proposals that provide service through the provision of broadband services with a minimum of redundant 100 Mb/sec Internet connection with dedicated point to point access to each of our 10 municipal buildings listed below with the potential to increase speeds if the Town requires at reasonably priced increments.

The deadline for the submission of proposals is September 30, 2016.

## **Background Information**

Falmouth, Maine, is located north of Portland on the coast. It has a population of approximately 11,000 people, and covers approximately 32 square miles from the coastline to rural areas further inland.

The Town currently has 6 buildings connected with a dedicated point to point fiber connection through an ISP with two of those sites receiving a 100Mb/s internet service, and the other four connected with 15MB/s all centrally tied back to the Police Station where the servers are located at 2 Marshall Drive, Falmouth, ME. The remainder of the sites utilize a standard cable modem connection with static IPs and varying speeds that VPN back to 2 Marshall Drive.

The contract with the current provider expires September of 2017.

Service through this RFP includes the following sites:

## **Municipal Sites Connected to the Network**

- \*2 Marshall Drive – Host Site
- \*101 Woods Road
- \*6 Bucknam Road
- \*271 Falmouth Road
- \*190 Middle Road
- 287 Foreside Road
- 5 Winn Road
- 40 Town Landing Road
- 17 Mill Road
- \*96 Clearwater Drive

\*Current fiber connection at these sites

## **Service Provision over Provider Fiber Network**

Provider will provide enough capacity to provide up to a gigabit service with an initial minimum of 100Mb/sec service to each municipal location listed above. Additional bandwidth pricing to be included in the following increments: 200mb, .5 gb, 1 gb, in the event the Town determines they would like to increase the initial capacity.

Provider will provide service and support for the network with a SLA that provides for 4 hour repair, latency on WAN not to exceed 15ms and packet loss not to exceed .1%.

## **Submission Requirements**

Proposals will be submitted by noon on Sept. 30, 2016. Proposals can be emailed, mailed or hand delivered to:

Jennifer Phinney  
Director of Information Systems  
Town of Falmouth  
2 Marshall Dr.  
Falmouth, Maine 04105  
[jphinney@falmouthme.org](mailto:jphinney@falmouthme.org)

The proposal must be marked "Network and ISP Services Proposal". Proposals received after the specified time will not be considered.

Questions regarding this RFP may be directed, in writing, to Jennifer Phinney, Director of Information Systems, Falmouth, ME via e-mail at [jphinney@falmouthme.org](mailto:jphinney@falmouthme.org) by September 16, 2016. All submitted inquires and responses will be posted to the Town of Falmouth's website in an area dedicated to bids/RFP/RFQ <http://www.falmouthme.org/current-bids-rfps/pages/current-bids-rfps>

Contract term and conditions must be satisfactory to the Town. The Town reserves the right to reject any and all proposals submitted, to request additional information from all proposers, to use any ideas presented in proposals, and to negotiate with one or more of the finalists regarding terms of the engagement. The Town of Falmouth intends to select the firm that, in its opinion, best meets the Town's needs, not necessarily the firm whose costs are the lowest.

Any proposal submitted shall be binding for a period of twenty (20) weeks subsequent to the proposal due date.

The winner of the bid must either agree to the terms of the Town's Standard Agreement attached hereto as Attachment A or provide an alternate agreement acceptable to the Town.

## **Proposal Format**

In order to facilitate a thorough and consistent evaluation process, the Town requires that the following minimum components be included in the proposal submitted:

- Executive Summary
- Company Background
- Proposed service and hardware
- Network diagram/ design specs
- Guarantee of Latency to Datacenter – Min/Max
- Map and KMZ files
- Implementation plan and timetable
- Responses to requirements
- Cost quotations including cost for additional bandwidth increments from 100 mbs to 1 gbs
- Technical documentation
- Customer References
- Exceptions/deviations from proposal requirements

## **Proposal Evaluation and Candidate Selection**

Evaluation of qualifications will be made and submittal will be rated based upon the following criteria:

- Technical Experience and Qualifications
- Understanding of services to be provided
- Ability to provide requested services
- Personnel experience
- Project approach
- Cost
- References

## **Final Selection**

The Town Manager will be responsible for making the final decision.

## Attachment A

### AGREEMENT

#### **I. PARTIES**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Inhabitants of the Town of Falmouth with a mailing address of 271 Falmouth Road, Falmouth, Maine 04105 (hereinafter referred to as "Town"); and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as "Consultant"). In consideration of the mutual promises contained herein, Consultant agrees to perform the following services for the Town.

#### **II. SCOPE OF WORK**

In consideration of the compensation set forth herein, the Consultant shall perform the services as outlined in a request for proposal dated \_\_\_\_\_ and attached hereto as Exhibit A and the response attached hereto as Exhibit B.

#### **III. COMMENCEMENT AND COMPLETION**

The Consultant will commence work on or before \_\_\_\_\_, 200\_\_ and will complete work on or before \_\_\_\_\_, 200\_\_.

#### **IV. PAYMENT TERMS**

The Consultant shall submit an invoice on or about the first of each month reflecting services performed at the Consultant's normal professional billing rates, attached hereto as Exhibit C. The Consultant understands that the payment for completion of the services outlined in Section II shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_), and the Consultant agrees to perform the services on that basis. Invoices shall list separately all out of pocket expenses being billed.

## **V. TERMINATION**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Consultant fourteen (14) days notice, and compensating the Consultant equitably to the termination date.

## **VI. DISPUTE RESOLUTION**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

## **VII. QUALIFICATIONS**

The Consultant represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

## **VIII. SUBCONTRACTORS**

The Consultant shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

## **IX. INSURANCE**

The Consultant shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

**X. INDEMNIFICATION**

The Consultant will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors.

**XI. ENTIRE AGREEMENT**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

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

By: \_\_\_\_\_

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

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

INHABITANTS OF THE  
TOWN OF FALMOUTH, MAINE

By: \_\_\_\_\_

Nathan A. Poore, Town Manager