

**ADDENDUM NO 01  
CITY OF FAIRHOPE**

**BID NO. 006-15 Internet Services 2015**

The bid documents for this Bid shall be amended, revised and changed in the following particulars:

**CLARIFICATION:**

**ITEM III Bid Response Form, page I.** Please remove the original version and substitute the attached **ITEM III Bid Response Form, page I-rev1.**

The following questions have been submitted by potential bidders and answers have been provided by the I.T. Department:

**Question 1:**

**In the second location, is this a point -to-point connection?**

**Answer 1:**

**Yes. Please remove page 1 of ITEM VIII SCOPE OF WORK AND SPECIFICATIONS (original version) and substitute the attached ITEM VIII SCOPE OF WORK AND SPECIFICATIONS, page 1-rev1**

**Question 2:**

**Since this is a one year contract with a possible two one-year rollovers, would you consider changing this to a three year contract, as there is a substantial difference in the pricing for the work?**

**Answer 2:**

**Yes. Please remove page 1 of ITEM X CONTRACT (original version) and substitute the attached ITEM X CONTRACT page 1-rev1**

Bidders are to sign and include signed **Addendum No.1** with submitted bid documents.

Acknowledged:

\_\_\_\_\_ Company

\_\_\_\_\_ By

Daniel P. Ames  
Purchasing Manager  
City of Fairhope  
Posted: 10/15/14



**ITEM VIII**

**SCOPE OF WORK AND SPECIFICATIONS page 1-rev 1**

**Bid No 006-15, Internet Services 2015**

The awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

**8.0 SCOPE OF WORK:**

The City of Fairhope is seeking bids from vendors who provide internet ISP Connections as outlined in the Specifications below.

**8.1 SPECIFICATIONS:**

Provided by IT dept:

**8.1.1 LOCATION FOR SERVICE:** 107 North Section St. Fairhope, AL 36532

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
<b>Upload Speed:</b>	<b>50Mbps</b>	<b>30Mbps</b>	<b>15Mbps</b>
<b>Download Speed:</b>	<b>50Mbps</b>	<b>30Mbps</b>	<b>15Mbps</b>

**8.1.2** Vendors who are owned and Operated in the State of Alabama are preferred.

**8.1.3** Vendors who own their own network and are not resellers of infrastructure are preferred.

**8.1.4** NOC must be manned 24/7/365

**8.1.5** Service must be delivered across a network that is not oversubscribed with symmetrical upload and download speeds

**8.1.6** Service Provider shall guarantee 45 minute phone response by a qualified engineer to trouble shoot and repair equipment or routing issues.

**8.1.7** Service Provider shall guarantee 2 hour on site response and replacement of equipment. Penalty for failure to provide response is full credit for one month on subject facility and ability for the City to cancel the contract without penalty.

**8.1.8** Network Service Availability must be 99.99%

**8.1.9** Frame Loss Rate: < 6.25E-7

**8.1.10** Latency: 10 ms one-way from Customer edge to provider edge

**8.1.2 LOCATION FOR POINT-TO-POINT ACCESS FOR REMOTE SITE:** 19841 Quail Creek Dr., Fairhope, AL 36532

<b>Upload Speed:</b>	<b>5Mbps</b>
<b>Download Speed:</b>	<b>5Mbps</b>

**ITEM X**  
**CONTRACT page 1-rev1**

This **CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Fairhope (hereinafter "**OWNER**") and \_\_\_\_\_ (hereinafter "**CONTRACTOR**"), for

**Bid No.            0006-15, Internet Services 2015**

1.0            The **OWNER** and the **CONTRACTOR** agree as set forth below:

1.1            The contract consists of all of the items contained within this contract, the quotation package, proposal, scope of work, specifications and if any drawings addenda, amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the **WORK**.

2.0            The **CONTRACTOR** shall perform all the **WORK** described herein.

3.0            **Terms of Agreement**

**Bid Duration:**

THREE (3) years from execution date of **CONTRACT**. The term of the agreement shall therefore be for a period of THREE (3) Years from \_\_\_\_/\_\_\_\_/2014 to \_\_\_\_/\_\_\_\_/ 2017.

4.0            **Compensation**

The Owner is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.

5.0            **Payment Withheld**

The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:

5.0.1          Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement.

5.0.2          The Owner, after three (3) days written notice to the **CONTRACTOR**, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Contract sum.

5.0.3          Claims filed or reasonable evidence indicating probable filing of claims.

5.0.4          Failure of the **CONTRACTOR** to make payments properly to **SUB-CONTRACTORS** for material or labor.

5.0.5          A reasonable doubt that the Agreement can be completed for the balance then unpaid.

5.0.6          Damage to the property, or another **CONTRACTOR** or another **CONTRACTOR'S** work.

5.0.7          When the above grounds are removed, payment shall be made for the amount withheld because of them. The **CONTRACTOR** waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

6.0            **General Conditions**

6.0.1          **Indemnity:** The **CONTRACTOR** hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract, to the extent caused by a negligent act or omission of the **CONTRACTOR**, their agents, servants, employees, **SUB-CONTRACTORS**, or others associated with the **CONTRACTOR**. The **CONTRACTOR** shall be responsible for damage to any elevator