



A note to our potential vendors about this RFP – we want to work with you, and we have a lot of projects to talk about!

Intermax Networks is a more than 20-year-old company. We provide Internet service as an ISP and Hosted VoIP service to both residential and business clients, and IT Managed Services for business and non-profit clients.

With 82 employees we are a strong, stable, and successful company in the Inland Northwest.

Since 2019, Intermax has sought and successfully completed projects to expand fiber to the premises in partnership with both the state and federal governments through multiple funding sources.

We understand the work that's needed to accomplish these goals and we are a professional organization respecting our team, our funding partners, and our vendors.

In late 2023 Intermax was awarded grant money through the State of Idaho and the Federal Capital Projects Fund.

There are three projects we are beginning now that will require materials, outside plant construction, and engineering consulting. Completion dates for the entire projects will be 4th Quarter 2026 or sooner. The projects comprise approximately \$39 million in spending, and **we need to work with the best, most consistent, and most fairly priced vendors.**

The projects are called:

- Hauser Lake (Kootenai County, Idaho)
- State Highway 54 (Kootenai County, Idaho)
- Selle Valley (Bonner County, Idaho)
- **Total project budgets for all three projects: \$39 million**

Attached is the Materials RFP for two of the three projects (Hauser Lake and Hwy 54). We would like aggressive bulk rate pricing with staged delivery and payment terms to ensure we are never without materials on hand for continued construction.

We look forward to your replies, questions, ideas, and your approach. This will be an exciting relationship and we will have constructive and successful project builds.

Sincerely,

A handwritten signature in blue ink that reads "Mike".

Mike Kennedy
President and CEO

Date: February 27, 2024

From: Intermax Networks

NOTICE FOR REQUEST FOR PROPOSALS
MATERIALS FOR FIBER-TO-THE-HOME CONSTRUCTION PROJECT

Intermax Networks (“Intermax”) is seeking proposals for fiber construction materials from qualified parties for its Fiber-to-the-Home (FTTH) Projects in Hauser Lake, Idaho and along State Highway 54 in North Idaho. Over the next thirty (30) months, Intermax intends to purchase like quantities of materials provided in this RFP.

Intermax reserves the right to reject all proposals or to waive any irregularity. Terms will be subject to a final contract. Intermax Networks reserves the right to terminate negotiations for any reason.

Intermax is an equal opportunity employer and encourages all qualified women and minority firms to submit proposals.

All questions must be emailed to the Intermax contact below:

Chris Jasper
Manager of OSP and Fiber Construction
procurement@intermaxteam.com
Office: 208.758.7505
Cell: 208.699.1876

MATERIALS FOR FIBER-TO-THE-HOME CONSTRUCTION PROJECT

RESPONSE INFORMATION:

Proposals are due by 5:00 PM local time..... March 18, 2024

Delivered to:

Intermax Networks

Procurement

Procurement@intermaxteam.com

RFP Questions deadline at 5:00 PM local time.....March 11, 2024

Contract Award and Purchase Orders (Anticipated)..... April 1, 2024

Delivery of Materials to Begin.....April 22, 2024

Introduction

These projects are being undertaken to install underground and aerial conduit and fiber optic cable. An overall drawing of the projects is included with the bid documents. The projects are located in North Idaho.

Bid Information

The bidder shall provide: one (1) electronic copy (Format: PDF) which is required to be submitted by 5:00 PM local time to procurement@intermaxteam.com

A. Completed and signed Proposal form (included): be sure to list the name of the bidder with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.

B. Intermax reserves the right to take other action before a contract is signed or a purchase order is approved.

C. Please fill out entire bid table under the PRODUCT SPECIFICATIONS heading, including price per unit (incl. shipping & handling), total cost (incl. shipping & handling), time to land and lead time on orders.

D. Applicable Laws: The laws of the State of Idaho will apply.

E. If the bidder elects to deviate from the specifications stated, all exceptions or other changes shall be clearly noted and a cut sheet supplied.

F. Bids may not be withdrawn or changed for a period of ninety (90) days after the official date of close of bids. This time period may be extended by mutual agreement of Intermax and bidder or bidders.

G. The bidder shall warrant that all equipment and/or parts furnished in this bid are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the material is delivered. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other expressed or implied warranty shall eliminate the vendor's liability as stated herein. Under U.S. Treasury Regulations, Intermax has a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

H. All bids shall stipulate a guaranteed delivery date.

I. Bids shall include all charges for delivery, packing, crating, containers, handling etc. No additional charges shall be added to the bid price. Prices bid will be considered as being based on F.O.B. Delivered, freight included, to Intermax Networks, 7400 N. Mineral Drive, Suite 300 Coeur d'Alene, ID 83815.

J. Vendor must give a minimum of 24-hour delivery notice. Normal delivery hours are Monday-Friday; 8:00 AM-4:00PM.

K. Prices shall be stated in units of quantity specified in the bid document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.

L. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), are not allowed.

General Information

Limitations and Award

The best price for the stated quantities to be delivered over the next thirty (30) months shall be provided. Bidders must provide the minimum required purchase quantity and frequency to obtain the best price. Further, base pricing shall apply to all purchases made over a period of time (all quantities will not be purchased at once). Payment will be due after delivery and acceptance on Net 30 terms. All quantities are estimated and Intermax is under no obligation to purchase any or all of these quantities from any vendor.

This RFP does not commit Intermax to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. Intermax reserves the right to shortlist or select one firm from qualified submitters to pursue purchase of materials. Intermax may reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. Intermax may negotiate a contract with more than one vendor.

The bid will be awarded to that responsible, responsive bidder(s) whose bid, conforming to this solicitation will be most advantageous to Intermax, price and other factors considered. Intermax reserves the right to accept a bid in whole or in part, to award by item or by group, reject any and all bids, waive informalities or defects in bids and accept such bids which is deemed to be in the best interest of Intermax.

In evaluating bids, Intermax, at its discretion, shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Intermax may conduct such investigations, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidder to fulfill the contract. The bidders experience with the other users shall be taken into consideration when evaluating responsibility of the vendor.

Product Specifications

General Specifications

Unless otherwise stated by the bidder, the bid shall be considered as being in accordance with the Intermax's applicable standard specifications, and any special specifications outlined in the Bid Document. References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Intermax and should not be construed as excluding bids on other types of materials, equipment and/or supplies.

However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted, described in the bid with a cut sheet attached. Intermax reserves the right to determine if the equipment/product being bid is an acceptable alternative. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specification, or any other requirements of this bid, may be considered non-responsive. Intermax reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Vendors are strongly encouraged not to submit anything with their bid that is not specifically requested in this solicitation.

PROPOSAL

The undersigned bidder declares that they have carefully read, become familiar with and understands the bid/contract documents and specifications and hereby proposes to fulfill the attached bid. The undersigned deposes and says that as a responsible bidder submitting this bid, its agents, officers, or employees have not directly or indirectly entered into any kind of agreements, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this proposal for this project.

Certification Regarding Debarment, Suspension and Other Responsibility Matters—Primary Covered Transaction

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by Intermax to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statement or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions or entered wording obscure as to its meaning may cause the bid to be declared irregular and may be cause for rejection of the bid. The undersigned further agrees to provide MATERIALS subject to the terms, time schedules, and conditions set forth in the Specification for Bids. The bid includes ALL materials, equipment, transportation, and other costs necessary to provide the requested services.

BIDDER

(please print)

SIGNATURE BIDDER BY _____

TITLE _____

NAME OF COMPANY _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

TELEPHONE _____

EMAIL _____

DATE _____

GUARANTEED DELIVERY DATE _____