**RFP No:** INSERT NUMBER

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until INSERT DUE DATE **@ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **INSERT LIBRARY NAME**.

|  |  |  |  |
| --- | --- | --- | --- |
| **INSERT DESCRIPTION**  MANDATORY VENDOR CONFERENCE: (DATE) | | | |
|  | NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO | |  |
| EXCEPTION MAY BE TAKEN. |  | |

**The Vendor must submit proposals and direct inquiries to:**

**CONTACT NAME**

**Position**

**Street Address**

**City, State Zip**

**Contact Telephone**

**Contact Email Address**

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL SUBMITTED IN RESPONSE TO RFP NO. **INSERT NUMBER**

due **INSERT DUE DATE** @ 3:00 P.M.,

ATTENTION: **Insert Contact Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

# VERIFICATION OF RECEIPT OF SOLICITATION

**RFP Number: INSERT NUMBER**

**Internet Access / ISP Services**

NOTICE

Complete and **return this page immediately** to verify receipt of

solicitation

(Please print or type)

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RETURN IMMEDIATELY TO: CONTACT NAME**

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# VENDORS CHECK LIST

**These items should be included in your response to RFP No. INSERT NUMBER**

**\_\_\_\_\_\_\_One clearly marked original response and INSERT NUMBER identical copy/copies of the complete proposal. Label the front and spine of the three- ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.**

**\_\_\_\_\_\_\_Non-Collusion Affidavit**

**\_\_\_\_\_\_\_References**

**\_\_\_\_\_\_\_Excel Price Sheet \_\_\_\_\_\_\_\_\_\_Addendums, if applicable**

**\_\_\_\_\_\_\_Other information as requested in the solicitation**

**Solicitations shall be submitted as follows:**

**\_\_\_\_\_\_\_\_\_\_Sealed package**

**\_\_\_\_\_\_\_\_\_\_Bid/RFP # on outside of package**

**\_\_\_\_\_\_\_\_\_\_Vendor’s name on outside of package**

**Delivered to:**

**Library**

**Address**

**City, MS #####**

**Attention: CONTACT NAME**

**VENDOR IS RESPONSIBLE TO VERIFY ANY ADDENDUMS THAT MAY HAVE BEEN ISSUED PRIOR TO THE BID OPENING.**

**NOTICE OF REQUEST FOR PROPOSAL**

**PROPOSAL #: RPF NUMBER**

**DATE:** TODAYS DATE

**DUE DATE: 9/13/2018 3:00:00 PM**

In accordance with the Mississippi Procurement Code, for E-rate eligible requirements, competitive sealed proposals for the equipment, materials, services, or construction specified will be received by the Library Name, Library Address, ATTENTION: CONTACT NAME, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Instructions for preparing the proposal are provided. Proposals that do not conform to these instructions, or any proposal that is generic in nature or otherwise does not meet the requirements / specifications, may be considered nonresponsive and may be disqualified. The submission of a proposal will indicate that the offeror understands the requirements and specifications and that he can supply the materials, services or construction and meet the required delivery time line as specified.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

**For questions contact: CONTACT NAME**

**MAIL OR DELIVER ALL RFP RESPONSES TO THE ADDRESS AT THE TOP OF THE PAGE.**

**RFP RESPONSE MUST BE MARKED WITH THE RFP NUMBER**

# SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person (**LIBRARY**) should contact for questions and/or clarifications.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subject to acceptance by **LIBRARY NAME**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A, included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Original Signature of Officer in Bind of company/Date**

Name (typed or printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State of Incorporation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONFIGURATION SUMMANY**

The Vendor must provide a summary of the main components of products/services offered in the proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this project

Or

Attach Proposal Bond here

# INSTRUCTIONS TO BIDDERS

**1.** DEFINITION OF TERMS USED IN THESE INSTRUCTIONS

As used in these instructions, the following terms have the following meaning.

**A. "Attachments"** means all items required of the offeror/respondent as a part of the offer.

**B. "Days"** means calendar days unless otherwise specified.

**C. "Exhibits"** means all items attached as a part of the solicitation.

**D. "Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

**E. "offer"** means bid, proposal or quotation.

**F. "offeror" (Or “respondent”)** means a vendor who responds to a solicitation.

**G. "Procurement Officer"** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

**H. "Solicitation"** means an invitation for bids ("IFB"), a request for proposals ("RFP")**,** or a request for quotations ("RFQ").

**I. "Subcontract"** means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.

**J. "System"** means the LIBRARY SYSTEM.

**K. "Contract"** means the combination of the solicitation, including the Special Instructions to offerors, the Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the offer and any best and final offers; any agreement entered into pursuant to the solicitation, and any amendments to the solicitation or the Contract; and any terms applied by law.

1. **"Contractor"** means any person who has a Contract with the Library.
2. PREPARATION OF BID**:**
   1. Forms: No Facsimile or Telegraphic offers. An offer shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document for the forms provided in this solicitation shall be legible and contain the same information requested on the forms. A facsimile, telegraphic or mailgram offer shall be rejected.
   2. Typed or Ink; Corrections. The offer shall be typed or in ink. Erasures, interlineations or other modifications in the offer shall be initialed in ink by the person signing the offer. Modifications shall not be permitted after offers have been opened except as otherwise provided under applicable law.
   3. Offer, Acceptance and Non-Collusion Affidavit. The offer, Acceptance and Non-Collusion Affidavit within the solicitation shall be submitted with the offer and shall include a signature by a person authorized to sign the offer. The signature shall signify the respondent’s intent to be bound by the offer and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit a signature with the offer or a nonnotarized Non-Collusion Affidavit may result in rejection of the offer.
   4. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
   5. Duty to Examine. It is the responsibility of each respondent to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.
3. Exceptions to Terms and Conditions
   1. Invitations for Bid: An offer that takes exception to a material requirement of any part of the solicitation, including terms and conditions, shall be rejected.
   2. Requests for Proposal: An offer that takes exception to a requirement of any part of the solicitation shall clearly identify the specific paragraph(s) where the exception(s) occurs. All exceptions that are contained in the offer may negatively affect the Library's proposal evaluation based on the evaluation criteria as stated in the solicitation or result in rejection of the offer.
   3. Subcontracts. respondents shall clearly identify any proposed subcontractors and the subcontractor's proposed responsibilities in the offer.

### INQUIRES

* 1. solicitation Contact Person. Any inquiry related to a solicitation shall be directed solely to the solicitation contact person. The respondent shall not contact or direct inquiries concerning this solicitation to any other library employee unless the solicitation specifically identifies a person other than the solicitation contact person as a contact.
  2. Submission of Inquires. The Procurement Officer or the person identified in the solicitation as the contact for inquires may require that an inquiry be submitted in writing or via email. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an offer and not be opened until after the offer due date and time.
  3. Timeliness. Any inquiry shall be submitted as soon as possible, and if time permits, at least seven (7) days before the offer due date and time. Failure to do so may result in the inquiry not being answered.
  4. No Right to Rely on Verbal Responses. Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation amendment. An offeror may not rely on verbal responses to inquiries.
  5. **S**olicitation Amendments. The solicitation shall only be modified by written amendment, signed by the Procurement Officer.
  6. Standards. Any requests for or inquiries regarding standards referenced in the solicitation shall be referred to the solicitation contact person.

### SUBMISSION OF OFFER

* 1. Sealed Envelope or Package. Proposals must be sealed and may be presented in person or mailed (no faxed copy will be accepted) at the address listed in this solicitation. offers must be marked on the outside of the envelope with the RFP Number and title and the submitting company's name. **The library is not responsible for the pre-opening of, post-opening of, or failure to open a solicitation not properly addressed or identified.**
  2. Amendments. Each solicitation amendment shall be signed with an original signature by the person signing the offer and shall be submitted no later than the offer due date and time. Failure to return a signed copy of a material solicitation amendment may result in rejection of the offer.
  3. Late offers. Proposals received after the stated opening time will not be considered and will be returned to the offeror. The offeror assumes the risk of delay in the mail or in the handling of the mail. Whether sent by mail or by means of personal delivery, the offeror assumes the responsibility for having his proposal deposited on time at the place specified.
  4. **O**ffer Amendment or Withdrawal. An offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.
  5. Public Record. Under applicable law, all offers submitted and opened are public records and must be retained by the library. Offers shall be open to public inspection after contract award, except for such offers deemed to be confidential by the library. If a respondent believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its offer detailing the reasons that information should not be disclosed. The library shall make a determination pursuant to the Library Procurement Code.

### OFFER ACCEPTANCE PERIOD

An offeror submitting an offer under this solicitation shall hold its offer open for a minimum of one hundred (120) days from the offer due date that is stated in the solicitation.

### TERMINATION FOR DEFAULT

* 1. The library reserves the right to terminate the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Procurement Officer shall mail written notice of the termination and the reasons for it to the contractor by certified mail, return receipt requested.
  2. Upon termination under this paragraph, all documents, data and reports prepared by the contractor under the contract shall become the property of and be delivered to the Library.
  3. The Library may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this contract. The contractor shall be liable to the library for any excess costs incurred by the library procuring the materials or services.

### AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of the library for any payment may arise under this contract beyond the current fiscal year until funds are made available for performance of the contract. The Library will make reasonable efforts to secure such funds.

### CONTRACT CLAIMS

All Contract claims and controversies under this Contract shall be resolved according to **INSERT MS CODE**, as may be amended.

### FORCE MAJEURE

* 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockout, injunctions-intervention acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
  2. Force majeure shall not include the following occurrences:
     1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
     2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with the Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
     3. Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  3. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours after commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

# SPECIAL TERMS & CONDITIONS

1. PROPOSAL OPENING**:** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. All other information contained in proposals shall be confidential to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.
2. PRICING**:** Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order and restated in the FCC E-rate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an E-rate services offeror from offering or charging E-rate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a school, library, rural health care provider or consortium that purchase directly from the offeror.
   1. Respondents are asked to hold pricing for minimum of 2 years for Special Construction/One time and (3) years or (5) years for bandwidth on the Lit Fiber/Broadband. This will allow all orders to be processed according to budget requirements and E-rate funding notification. The library may choose to release purchase orders against this contract in advance of E-rate funding to meet construction timelines if in their best interest.
   2. Submitted pricing must identify the cost for all equipment, supplies, and labor, including any costs for building assessment, project management, documentation, travel, taxes, etc. All taxes, including sales taxes, must be identified separately.
   3. The products quoted must be eligible for E-rate compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-rate must be clearly itemized separate from eligible services.
   4. Submitted pricing must include all items and services identified in the Scope of Work and in the quantities specified; no partial quotes will be accepted.
3. CONTRACT**:** This contract shall be effective from July 1, 2019 through June 30, 2020. If the service acceptance date is after July 1, the contract term may be reduced to expire with the end of the fiscal year at the discretion of the library. The parties agree that this contract may be renewed at the initiative and option of the library for up to four (4) additional years in increments of one year or less, not to exceed a total of 5 years.
4. CANCELLATION**:** The Library reserves the right to cancel the whole or any part of this contract without cause. The library will issue a written thirty (30) day notice of such cancellation.
5. EVALUATION**:** In accordance with Mississippi Procurement Code, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Library taking into consideration the evaluation factors set forth in the Request for Proposals. Sales tax will not be included in the competitive evaluation of the quote. Evaluation criteria shall include:
   1. Price of Eligible Services. (30 points)
   2. Prior Experience with the vendor. (25 points)
   3. Price of ineligible services, products, fees. (25 points)
   4. Local vendor representation. (10 points)
6. DISCUSSIONS**:** Discussions may or may not, at the sole discretion of the library, be conducted with responsible respondents who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. If discussions occur pursuant to provisions of this paragraph, the library shall issue a request for best and final offers according to Mississippi Procurement Rules.
7. CONFIDENTIAL INFORMATION**:** All proposals will be made available for public inspection after the award has been made; except to the extent that, pursuant to the provisions of Procurement Rules, the offeror has designated certain information to remain confidential and the library concurs that that information should remain confidential. If a respondent believes that data in its proposal contains trade secrets or other proprietary information, and should remain confidential and not be disclosed, a statement advising the library of this fact shall accompany the respective document or documents, and such information shall be specifically identified wherever it appears. PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL SHALL BE REJECTED AS NONRESPONSIVE. The library shall not be responsible for disclosure of any confidential material that is not clearly marked as such.
8. MULTIPLE AWARD**:**  Multiple vendors may be selected.
9. QUESTIONS**:** All questions must be submitted to the library contact.
10. VENDOR REGISTRATION: Prior to award of contract, the successful offeror shall have a completed Bidder Registration Form on file with the Purchasing Department.
11. PROPOSAL FORMAT**:** Submit one (1) copy of the proposal marked "Original" and an identical copy of the proposal on electronic media; either standard USB flash drive or CD/DVD. Cost incurred in preparation of the submittal or incurred in any manner in response to the document may not be charged to the library. Submitted proposals must clearly and prominently identify the offeror’s E-rate SPIN. offers shall be tabbed with the following sections in the following order:
    1. Introductory letter
    2. Table of content
    3. Firm’s experience and qualifications in providing the requested services.
    4. List the members of your firm that will be assigned to this account. Please show their education and experience backgrounds and the number of years employed by your firm.
    5. Reference: Provide at least 3 references preferably school or library systems in Mississippi.
    6. Gantt chart
    7. Cost Proposal
    8. Notarized non-collusion affidavit
    9. Offeror sheet
12. E-rate: This solicitation and resulting contract is wholly contingent on the successful funding of future E-rate awards and procurement of State Matching Funds for any construction projects. The successful vendor shall honor all pricing and contract components regardless of E-rate funding status. Library agrees to make clear to the successful vendor at the time of purchase whether a purchase is using the E-rate discount mechanism or is not using the E-rate discount mechanism and will seek separate reimbursement through the E-rate process.

# LIBRARY RFP NUMBER

Sealed bids will be received by the library for E-rate eligible requirements for **“Internet Services RFP” due at the Insert Library Name and Address, Attn.: Insert Name, on or before 3:00 p.m., (local time) Insert Date**. Sealed responses (**1 fully signed hard copy original, 1 signed hard copy and 1 complete signed electronic copy)** will be time stamped in the Library Office. Responses received after the stated closing time will not be accepted.

**Pre-offer Conference/ Site visit dates – (not mandatory) Thursday, March 19th – 1 to 3pm Or Monday, March 23th - 1 to 3pm**

Technical Site Contact:

John Doe

Library System, Network Administrator

Phone: 999-777-4444

Fax: 999-333-6666

[JohnDoe@email.us](mailto:dpatterson@co.apache.az.us)

Please review the enclosed requirements and specifications as the library reserves the right to accept or reject, cancel, postpone any or all bids, waive minor irregularities, and accept any contract deemed to be in their best interest.

Vendors are encouraged to seek clarification on any item not made clear within this bid document. The submission of a bid indicates that the bidder understands the requirements and specifications and agrees to the terms and conditions set-forth.

Bids will be publicly opened, recorded, and read at time of closing. All information will be made available for public inspection after the review board’s award. Information marked and accepted by the library and marked to be “confidential” will not be disclosed according to Mississippi Administrative Code Insert Code. An entire bid proposal nor pricing will be accepted as confidential.

Any items **not E-rate eligible** should be stated on the pricing spreadsheet with company name, date, item, quantity, unit price and extended price.

# SCOPE OF WORK - INTERNET CONDUIT/ISP SERVICES

The library is requesting proposals for an Internet Conduit Access and ISP Services to support existing and anticipated bandwidth needs of the Library System to support the digital resources, research tools, and needs of the public we serve. The library is seeking a high speed, scalable, reliable solution, and will accept land-based copper/Optical Ethernet, Wireless, or other equivalent technologies. We are requesting bids for two “Priority One” E-rate funded services. One-time Special Construction costs, and lit fiber broadband service (or equivalent technology.

At each individual library site, for Special Construction, the respondent must run infrastructure or service to the existing network closet designated by the Attachment A spreadsheet site information list.

***All respondents must be capable of providing services under the Universal Service Support Mechanism (Schools & Libraries Program/E-rate) and have an active SPAC (Service Provider Annual Certification/Form 498) and SPIN (Service Provider Information Number).***

**INTERNET ACCESS AND ISP SERVICES SPECIFICATIONS:**

*The proposal must address each of these requirements:*

1. The proposal must include bandwidth speeds .
2. Contract must allow for upgrades to the maximum quoted with no contract extension.
3. Quote Access, Transport, construction, firewall and filtering as separate services.
4. The proposal must identify the cost for all non-recurring expenses, including but not limited to construction of conduit, trenching, building assessment, engineering, project management, documentation, contingency, installation, configuration, travel, taxes, etc. The respondent must obtain and pay for all permits and inspections required by all legal authorities and agencies having jurisdiction for the work.
5. Any components provided such as “On-Premise Priority 1” equipment must be new (Not refurbished).
   1. If equipment is provided hereunder, Contractor represents and warrants that during the applicable warranty period and during the term of maintenance services purchased, the equipment provided hereunder shall operate without defects in material, manufacture, design and workmanship. Contractor’s obligations pursuant to this warranty shall include, but are not limited to, the repair or replacement of the equipment at no cost to the Library. In the event the Contractor cannot repair or replace an item of equipment, the Contractor shall refund any fees paid for the equipment.
   2. If equipment is provided hereunder, Contractor represents and warrants that Contractor has the right to sell the products provided under this Agreement.
   3. If equipment is provided hereunder, Contractor represents and warrants that Customer shall acquire good and clear title to the equipment purchased hereunder, free and clear of all liens and encumbrances.
   4. If equipment is provided hereunder, Contractor represents and warrants that each unit of equipment delivered shall be delivered new and not as “used, substituted, rebuilt, refurbished or reinstalled” equipment.
6. The proposal must include a project plan in the form of a Gantt chart.
7. The proposed Internet Conduit must support a Service Level of 99.99% uptime.
8. The proposed network must include a 24 x 7 x 365 monitoring and trouble notification service.
9. A monthly report on trouble tickets must be provided.
10. A monthly report on usage must be provided.
11. The proposed service must provide an automated notification of outages via email and pager or text message.
12. The proposal must state what the respondent’s policy and procedure is for escalation of unresolved trouble tickets along with contacts for escalation.
13. Preference will be given to vendors who offer a managed/hosted firewall option for Internet circuits. Use of the firewall is at the library’s discretion. Library may request authorized employees of the Mississippi Library Commission to act on their behalf for firewall administration.
    1. Vendor must specify if firewall equipment would be located at the customer location or “cloud based” in the vendor’s environment.
    2. If firewall is “cloud based”, these rule sets must be manageable from an online portal by the customer.
    3. Vendor must identify other options that their service provides and detail the related costs.
14. Preference will be given to vendors who offer a content filtering option for Enterprise Internet circuits. Use of the content filtering is at the logical entity's discretion.
    1. Vendor must specify if content filtering equipment would be located at the customer location or “cloud based” in the vendor’s environment.
    2. If content filtering is “cloud based”, different rule sets must be customizable for different customers. These rule sets must be manageable from an online portal by the customer. Library may request authorized employees of the Mississippi Library Commission to act on their behalf for filtering administration
    3. Vendor must identify other options that their service provides and detail the related costs. For E-Rate Library customers, the content filtering service cannot be bundled with the circuit cost (i.e., must be billed as a separate line item).
15. Preference will be given to vendors who propose a toolset for problem resolution, analysis, and capacity planning for these circuits and related connectivity. This toolset must compartmentalize this information at a logical network level as defined by MLC. This toolset must provide, at a minimum, the capability for:
    * 1. SNMP read only access by MLC’s Orion SolarWinds Server for SolarWinds® Network Performance Monitor (NPM) and NetFlow Traffic Analyzer (NTA) to examine network fault, performance and availability monitoring and traffic analysis and statistics such as utilization, errors, “top talkers”, etc. on the Vendor managed CPE where these circuits may terminate. These statistics must be available at near real time.
      2. To facilitate the Library’s various logical networks monitoring of their respective networks, the following must be provided:
      3. Ability to “discover” newly installed Vendor managed CPE. As part of this discovery process, the following SNMP values must be returned, at a minimum: location (which should be the physical address), circuit ID (defined on the interface on which the circuit terminates on), and sysname (customer defined site name).
      4. SNMP Traps including, but not limited to: CPU overutilization, memory overutilization, environmental information, and hardware errors.
      5. SNMP query responses including, but not limited to:
      6. Interface statistics including input and output throughput rate, errors, dropped packets, utilization statistics, and uptime.
      7. System statistics such as chassis environmental, power, memory and CPU utilization.
      8. These queries will occur on 5-minute intervals.

# REFERENCES

You may use this form or include your own reference listing

Library / School District \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# OFFER SHEET

LIBRARY

ADDRESS

OFFER: **RFP NUMBER**

LIBRARY

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with LIBRARY Special Terms and Conditions.

Mississippi Transaction (Sales Privilege) for clarification of this offer, contact:

Tax License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal Employer Identification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone/Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Name Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

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City State Zip Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD

**(FOR SYSTEM USE ONLY)**

Your offer is hereby accepted. The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the System.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document from the Library System.

Awarded this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE NAME & TITLE

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal (“offeror”) with respect to the ” **INSERT LIBRARY NAME RFP”** and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine and such Proposal is neither a sham nor collusive, nor is such Proposal made in the interest or on behalf of any person or corporation not named herein.

The offeror has not directly or indirectly induced or solicited any other offeror to put in a sham or collusive bid or induced or solicited any other offeror to refrain from submitting a proposal.

The offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself an advantage over any other bidder.

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

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

Subscribed and sworn to me this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2018.

Notary Public:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This page must be returned with your bid proposal**

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| --- | --- | --- | --- | --- | --- | --- |
| E-rate Bid Evaluation | | | | | | |
| **Factor** | **Points**  **Available** | **Vendor 1** | **Vendor 2** | **Vendor 3** | **Vendor 4** | **Vendor 5** |
| Price of Eligible Products and Services | 30 |  |  |  |  |  |
| Prior Experience with the Vendor | 25 |  |  |  |  |  |
| Prices for Ineligible services and fees | 20 |  |  |  |  |  |
| Flexible Invoicing | 15 |  |  |  |  |  |
| Local or In-State | 10 |  |  |  |  |  |
| Vendor 1 Notes | | | | | | |
| Vendor 2 Notes | | | | | | |
| Vendor 3 Notes | | | | | | |
| Vendor 4 Notes | | | | | | |
| Vendor 5 Notes | | | | | | |

**Evaluator Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Evaluator Signature:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Internet Services Pricing | | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Library Name:** | |  | **RFP:** |  |  |  |  |  |
| **Library System:** | |  |  |  |  |  |  |  |
| **Site Name:** | |  |  |  |  |  |  |  |
| **Service Address:** | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Bandwidth** | **Term (Months)** | **Monthly Recurring Access Costs** | **Monthly Recurring Transport Cost** | **Eligible Non-Recurring Special Construction** | **Non-Eligible Non-Recurring Cost** | **Eligible Firewall Recurring Cost** | **In-Eligible Filtering Recurring Cost** | **Eligible Public IP Addresses Recurring/One Time** |
| **3M** |  |  |  |  |  |  |  |  |
| **5M** |  |  |  |  |  |  |  |  |
| **10 M** |  |  |  |  |  |  |  |  |
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| **All services must be delivered to customer Dmarc / MDF.** | | | |  |  |  |  |  |
|  | | | | | | | |  |
| **Vendor:** | |  | | |  |  |  |  |
| **SPIN:** | |  |  |  |  |  |  |  |
|  | | | | | | | |  |
| **Contact Information:** | |  | | | Authorized Signature: |  | | |
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| **Evaluation Notes:** | | | | | | | | |
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