

Ellisville Public Library-RFP Internet Access

**Ellisville Public Library  
Request for Proposal  
Internet Access**

**Erate Funding Year  
July 1, 2015 through  
June 30, 2016**

**REQUEST FOR PROPOSAL  
Internet Access  
Ellisville Public Library**

## Ellisville Public Library-RFP Internet Access

The Ellisville Public Library invites vendors to submit proposals in accordance with the terms and conditions of this Request for Proposal (RFP). This RFP provides the requirements and evaluative criteria for Internet services and requests a detailed response from all prospective vendors, including pricing and service descriptions, in a specified format. The Ellisville Public Library will be referred to as (EPL) within this RFP.

Our goal is selecting an Internet Service Provider or Internet Services Providers that can provide Internet Access with sufficient speed and bandwidth needed at EPL.

**The work proposed in these specifications are dependent upon receipt of Erate Funding for Internet Access for the Erate Funding Year July 1, 2015 through June 30, 2016**

### **Background Information**

The Ellisville Public Library is located in Ellisville, MS. The library serves 65,000 patrons from the city and county. The library system presently has approximately 45 computers on the system.

**Current Environment:** Ellisville Public Library currently has internet service provided through a State of Mississippi ITS contract with AT&T using a Fiber optic, 10 Meg circuit.

### **Services required for this RFP**

The intent of this RFP is to enter into a contract for Internet Access for a one (1) year period to begin July 1, 2015, and run through June 30, 2016. Internet Service Providers should be able to deliver the following features: 1) Internet service, 2) 10 consecutive static IPs, 3) CIPA compliance, and 4) Managed Services of the Internet connection to the library.

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### **Requested Bandwidth for library:**

<b>Library name</b>	<b>Address</b>	<b>Requested Bandwidth</b>
Ellisville Public Library	201 Poplar Street Ellisville, MS 39437	<b>20MB</b>

**Proposals should also include bandwidth pricing for additional 20MB increments above the requested bandwidth, up to 200MB (higher speeds if available).**

### **General Conditions**

This RFP is not a contract offer. Acceptance of a proposal neither commits the EPL to award a contract to any vendor, even if all requirements stated in this RFP are met, nor limits the library's rights to negotiate in the library's best interests. The EPL reserves the right to contract with a vendor or vendors for reasons other than just price.

Failure to answer any questions in this RFP may subject the proposal to disqualification. Failure to meet qualifications and requirements will not necessarily subject a proposal to disqualification.

It is important that the vendor understand that this Internet Access Proposal has been submitted on EPL Erate applications which, if approved, will entitle us to approximately 85% discount through the Universal Service Fund.

### **Right of Rejection**

The Ellisville Public Library reserves the right to accept or reject any or all responses to this RFP and to enter into discussion and/or negotiations with one or more qualified vendors at the same time, if such actions are in the best interest of the EPL. EPL reserves the right to reject any or all proposals or parts thereof, as deemed to be in the best interest of the Library.

### **Cost of Proposals**

Expenses incurred in the preparation of proposals to this RFP are the sole responsibility of the vendor.

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### **General Information**

Terms of contract will be: For a one (1) year period to begin July 1, 2015, and run through June 30, 2016.

Vendors will be able to submit multiple year contracts, such as 3 year or 5 year, the library recognizes that a longer term could help to bring down prices.

Vendors will provide all necessary equipment, IP addresses, connections, routers, etc., needed for Internet Access at library site.

Vendors will be responsible for all service and maintenance of Internet connections.

Troubleshooting service will be provided within four (4) hours of reported problem(s) on regular library business hours. Refunds will be provided for periods of service outage lasting more than four (4) hours.

During the contract period, should lower pricing be provided to another client, the lower pricing must also be provided for contract with the EPL.

### **PROPOSAL DELIVERY**

#### **Proposal Submission**

Proposals should be submitted in a sealed envelope addressed to the following by mail, delivery service, or hand delivery, no later than **10:00 AM CDT, Thursday, March 5, 2015**. Proposals must be received at the EPL office by this date and time. No faxed or emailed copies will be accepted.

Send Proposals to:

**Ellisville Public Library ATTN: ERATE 2015-**

**16**

**Internet Access Proposal**

**530 Commerce Street**

**Laurel, MS 39440**

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### **QUESTIONS**

All questions pertaining to this RFP must be submitted in writing by email to [laureljoneslibrary@gmail.com](mailto:laureljoneslibrary@gmail.com). Questions submitted up to Wednesday, March 4, 2015 will be answered in the form of addendum which will be posted to <http://www.laurel.lib.ms.us/technology> no later than 12:00pm, Wednesday, March 4, 2015.

Vendors are responsible for information, changes, additions, etc., posted in addendum on the library website at <http://www.laurel.lib.ms.us/technology>.

Vendors should notify the library with intent to attend the mandatory walk-through at the email address [laureljoneslibrary@gmail.com](mailto:laureljoneslibrary@gmail.com) by Thursday, February 19, 2015. The mandatory site visit will begin at 10:00 AM on the 20th. Proposers are prohibited from contacting or lobbying members of the library board, library staff, or library consultants. Failure to conform to this condition will be grounds for disqualification of the proposer.

### **Selection Schedule**

<b>Event</b>	<b>Date(s)</b>	<b>Time</b>
Release of RFP to Vendors	02-4-2015	
Mandatory Site Visit Day	02-20-2015	10:00AM
Deadline for submission of Proposals	03-5-2015	10:00AM
Opening of Proposals	03-6-2015	10:00AM

### **Evaluation Criteria**

EPL will be evaluating and weighing the following criteria when considering the various Internet Access proposals. These standards are listed in descending order of importance.

<b>Evaluation Criteria</b>	<b>Weight</b>
Cost effectiveness of service	50%
Comprehensive implementation designed to minimize disruption of current library Internet activities	25%

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Experience and capabilities of account support group	15%
Locality to Laurel-Jones County Library System Inc.	10%
<b>Total</b>	<b>100%</b>

### **INSTRUCTIONS TO VENDORS**

This RFP document and subsequent addendum pages may be viewed, printed, downloaded from the Internet at <http://www.laurel.lib.ms.us/technology>.

The EPL reserves the right to accept and award a contract to the lowest responsive, responsible Vendor. EPL reserves the right to reject any or all proposals or any part thereof. EPL reserves the right to award a contract based on evaluation of specific criteria found in these specifications. Proposals on forms other than provided will be rejected. EPL also reserves the right to reject any and all proposals.

Vendors should frequently, during the proposal process, check <http://www.laurel.lib.ms.us/technology> for updated information and addendum.

### **QUALIFICATIONS OF VENDORS**

The EPL may make such investigation as they deem necessary to determine the ability of Vendor to perform the work. EPL reserves the right to reject any proposal if investigation of such Vendor fails to satisfy the EPL that such Vendor is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein.

Vendors may be required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal. Failure to comply could result in the rejection of such proposal as non-responsive.

All Vendors must be prepared to present suitable evidence of their financial standing. EPL

has the right to reject any and all proposals from any Vendor that is in or Contemplates bankruptcy of any chapter or nature. Said Vendor must notify the EPL in writing of any existing condition or knowledge of same.

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No verbal instructions or information to Vendors will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of proposals. Should any written inquiries be received by EPL, these inquiries will be answered in the form of addendum and posted for access by all providers. All questions pertaining to this RFP must be submitted by email to [laureljoneslibrary@gmail.com](mailto:laureljoneslibrary@gmail.com). Questions submitted up to Wednesday, March 4, 2015 will be answered in the form of addendum which will be posted to <http://www.laurel.lib.ms.us/technology>. These addenda shall then be considered a part of these specifications.

The submission of a proposal will be considered as conclusive evidence of complete examination by a Vendor of all instructions, specifications, and addenda.

A Proposal Form - Signature Page is provided in these specifications. This form must be used in submitting a proposal, and all pages of the form must be completely filled out, and the whole signed by the Vendor.

No proposal may be withdrawn later than 10:00 AM on the day of the deadline of proposals. No modifications of any proposals will be allowed after the same is sealed and delivered to EPL, however, a Vendor may withdraw a proposal before 10:00 AM on the day of the deadline of proposals and submit another proposal before the closing date and time. A Vendor may submit as many proposals as they desire.

### **FORM OF CONTRACT**

The successful Vendor will be required to execute a written contract with EPL within fifteen (15) business days after acceptance of proposal or proposals. It is expressly understood and agreed by the Vendors that the contractual obligations of EPL to the Vendors are effective only 1) after the execution of a contract or contracts signed by all parties and 2) Erate funding is secured from the School and Libraries Division of the Universal Service Fund.

### **SPECIFICATIONS**

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete performance of the contract, and the Vendor will be required to do all things that may be necessary to fully complete the work within the purview of these specifications.

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Equipment and/or material to be furnished shall meet with the approval of the Head of Information Technology Services or designated representative.

All equipment and/or material shall conform to the requirements of these specifications, and any equipment and/or material condemned by the Head of Information Technology Services as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

### **ADDITIONS OR DEDUCTIONS**

EPL shall have the right, without invalidating this RFP or any and/or all contracts, to make additions to or deductions from the work covered by these specifications, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between EPL and the Vendor, as shown in a written amendment to the contract.

### **PROTECTION BY VENDOR**

All Vendors agree to indemnify and hold harmless the EPL and their representatives from all suits or actions of every nature and description brought against them or any of them, on account of the use of patented or copyrighted appliances, materials, products or processes, and from all legal expenses and costs of suits regarding the same.

Vendors shall obey all Federal, State, County, and City laws or ordinances in any way pertaining to the work, and shall obtain all permits that may be necessary for its performance if required. (a) That in the hiring of employees for the performance of such contract, no Vendor, sub-contractor, nor any person acting on behalf of such Vendor or sub-contractor shall by reason of race, creed or color discriminate against any citizen of the United States who is qualified and able to perform the work to which the employment relates; (b) Nor shall they in any manner discriminate against or intimidate any employees hired for the performance of the work on account of race, creed or color.

All Vendors shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the EPL.

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### **GENERAL CLAUSES**

#### **RESERVATIONS**

EPL reserves the right to reject any or all proposals and also reserves the right to waive any informality in the proposals received.

Any Vendor who has demonstrated poor performance during either a current or previous agreement with EPL may be considered as an unqualified source and their proposal may be rejected. EPL reserves the right to exercise this option as is deemed proper and/or necessary.

#### **PROPOSAL FORM**

Attached to these specifications is "Proposal Form-Signature Page" which must be completely filled out and signed by each Vendor and included in their RFP submission.

All proposals must be sealed, marked, and delivered in accordance with the instructions in this RFP. Recommendations will be made and EPL may award a contract or contracts as deemed appropriate.

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**FORM FOR PROPOSAL SUBMITTAL**

**STATEMENT OF VENDOR'S QUALIFICATION**

To accompany proposals submitted for Internet Access for the Ellisville Public Library.

Name of Vendor's Firm: \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number:

When \_\_\_\_\_ Organized? \_\_\_\_\_

\_\_\_\_\_ Where

Organized? \_\_\_\_\_

Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Vendor must provide a Service Provider Information Number assigned by the Schools and Libraries Division (SLD):

SPIN \_\_\_\_\_ Number: \_\_\_\_\_

How many years have you been engaged in this business under the present firm name?

\_\_\_\_\_

Please attach to this statement at least five references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

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

## Ellisville Public Library-RFP Internet Access

Firm Name: \_\_\_\_\_

By:

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

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### **PROPOSAL FORM - SIGNATURE PAGE**

Date \_\_\_\_\_

TO: Ellisville Public Library

This proposal is submitted in accordance with your RFP inviting proposals to be received for the project identified as "Internet Access." Having carefully examined the RFP, all instructions, specifications, all addenda, and being familiar with the various conditions affecting the work, the undersigned, hereby agrees to furnish all material, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications for price as contained herein.

In the event this proposal is accepted the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items the Vendor has contracted to supply or perform.

In submitting this proposal, it is understood that the unrestricted right is reserved by the EPL in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals.

The undersigned hereby certifies that this proposal is genuine and made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any Vendor to refrain from submitting proposals, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other Vendor.

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### **FORM OF AGREEMENT**

THIS AGREEMENT, made this day, \_\_\_\_\_ of \_\_\_\_\_ 2015 by and between \_\_\_\_\_  
\_\_\_\_\_ (**vendor's name** & address) (hereinafter referred to as "VENDOR") and the Ellisville Public Library.

### **WITNESSETH**

1. In accordance with the scope of services set forth in the Notice to Vendors, specifications related thereto, VENDOR'S executed proposal and in accordance with the request for proposals posted to the Universal Service Fund website as Form 470, all of which are incorporated herein by reference as though fully set forth at length.
2. The contract sum shall be the monthly cost (awarded amount) as indicated in the VENDOR'S executed proposal.
3. In accordance with the various laws affecting the contract and the legal advertisement for sealed proposals made by Ellisville Public Library, the VENDOR agrees to provide all bonds in the amounts and types as are set forth in the above mentioned specifications and notices, all of which are made a part hereof. All bonds related herein shall be solely for the protection of the Ellisville Public Library.
4. VENDOR further agrees to indemnify and hold harmless Ellisville Public Library from any and all actions, claims and demands whatsoever that may result from VENDOR'S use of any facilities owned by the Ellisville Public Library, their specific counties, library boards, and/or cities and does further agree to repair any damage to the Ellisville Public Library, their specific counties, library boards, and/or city owned property caused by VENDOR'S negligence or willful actions and the VENDOR shall further supply the necessary insurance's as set forth in the subject specifications:
  - A. Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability - the contractual section of the coverage must cover this agreement).

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- General Aggregate Limit \$2,000,000.  
Products and Completed Operations Aggregate Limit \$2,000,000.  
Each Occurrence Limit \$1,000,000.
- B. Automobile Liability - to Include owned, non-owned and hired vehicles:  
Combined Single Limit \$ 500,000 or Bodily Injury \$ 250,000. each person  
Bodily Injury \$ 500,000. each accident                      And Property Damage \$ 100,000.
- C. Workers Compensation Statutory and Employer's Liability  
Bodily Injury by Accident \$ 100,000. each accident
- D. Additional Insured – must read: The Ellisville Public Library shall be included as additional insured with respect to the work performed for the Internet Access Contract.
- E. Cancellation Clause: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company **shall mail** 30 days prior **written** notice to the certificate holder.
- F. Certificate Holder –Ellisville Public Library, ATTN: Library Director, 201 Poplar Street, Ellisville, MS 39437.
5. The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to Ellisville Public Library.
6. **HOLD HARMLESS CLAUSE** In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission or negligence of the VENDOR be procured or kept in full force and effect, the VENDOR shall indemnify and hold harmless Ellisville Public Library against losses, claims and demands to the same extent as Ellisville Public Library would have been indemnified by each insurance if it had been in full force and effect.  
The VENDOR shall also indemnify and hold harmless Ellisville Public Library against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the

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proceeds of insurance collections from underwriters are reduced by any customary brokers commissions.

7. **SUITS AND CLAIMS** The VENDOR agrees to indemnify, defend, and hold harmless Ellisville Public Library, and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party by reason of the conduct or omissions of the VENDOR or his agents, servants, or employees in the performance of this Agreement or subsequent to the completion of the work under this Agreement whether such injury or damages be due to negligence, willful misconduct or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than Ellisville Public Library a right of action either under this contract or in any manner whatsoever.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound execute this Agreement the day and year first above written.

VENDOR: \_\_\_\_\_

BY:

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

Ellisville Public Library BY:

\_\_\_\_\_

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