



1194 W Ash. St.
Windsor, CO 80550

**TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED PRIOR TO THE
PROPOSAL DEADLINE. LATE PROPOSALS WILL NOT BE ACCEPTED**

Request for Proposal (RFP) 1 - 2023

NETWORK SERVICES AND HARDWARE ALL SITES

Date of issue: Jan 19, 2023

RFP Submittal Due Date: Feb 19, 2023. No Later than 5:00 PM MDT

**Notice of Award, and or signed agreement to the winning vendor or vendors, on
or around March 3, 2023.**

**Final confirmation of award on Category 2 hardware is subject to funding
approval by the Schools and Libraries Corporation.**

**Effective delivery date for service or receipt of equipment: July 1st, 2023, except
where noted.**

**Submit all responses via E-mail as attachments to Beth Gallinger,
beth@clearviewlib.org. Date and Time sent as shown on the received Email will
act as time stamp for submittal.**

SCHEDULE OF ACTIVITIES

The following activities and dates are an outline of the process to be used to solicit vendor responses:

January 25th, 2023, 5:00 p.m. MT: *Deadline for Questions*

Questions need to be submitted via email to beth@clearviewlibrary.org until 5:00 p.m. MDT on this date.

January 31st, 2023, 5:00 p.m. MT: *Answers Provided*

Answers to all questions received will be posted on the district's web site. Answers will not be provided directly to the vendor asking the question.

February 19, 2023, 5:00 p.m. MT: *Proposal Submittal Deadline*

The vendor's name and contact information must appear in the body of the email. It is the responsibility of the vendor to ensure that their proposals are received prior to the deadline. Proposals received after the above date and time may be rejected.

- All Questions and Bids must be submitted to **Beth Gallinger** at Clearview Library District, beth@clearviewlibrary.org. Bids or questions submitted in any other matter will be disqualified. Please include any support material, documentation, or additional information required to properly evaluate your bid/proposal. Please refrain from including marketing and or advertising materials with your submittal.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the term of the agreement.
- Please include your correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that they are in compliance with the rules and regulations of the USAC E-rate program and does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. If, during the review process, a determination is made that the bidder is NOT in compliance with USAC programs and policies (red-light status), or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the proposal will be rejected. If the determination is made after award, then the District has the option to void any and all agreements with the provider and will have no payment obligations to the provider.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.
- Contracts must not prohibit SPIN changes.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- District employees are prohibited from accepting gifts from vendors and providers.
- All contracts awarded may be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project or acquire all or some of the equipment quoted.

- All contracts awarded under this bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms. Please include this language in your final contract. This item is not applicable for Category 2 Hardware procurement.
- E-rate rules require applicants to evaluate the cost of eligible goods and services and to cost-allocate out the amount for ineligible services from their funding request.
- Access and Installation Charges: Any and all installation charges must be identified on your bid.
- The District will not accept bids that do not have a final installation charge included, if one applies.
- All applicable fees, surcharges must be identified on your bid. Failure to provide this information defining a total price to the District will be grounds to discard your bid as non-compliant.
- All prospective providers can provide pricing and product detail information in their own format. Please be aware that the District will transfer the information into a District format that allows us to compare features benefits and pricing in a fair and single document. Please ensure that you comply with the requirements for required information for services as well as hardware and price all the elements requested, i.e. Costs; one time and monthly, surcharges and fees; one time and monthly and installation costs, if applicable.
- Prices and descriptions for services and hardware must be complete. Failure to provide the required information will subject potential providers to have their responses dis-qualified as non-responsive.

Services and Equipment Requested

EQUIPMENT and SERVICES, Category One and Two

The District is seeking bids for equipment to provide a licensing for its library and equipment for its newly built library to provide Internet services and or private network connectivity.

The attached Excel spread sheet, TAB 2 represents the equipment required per site and a total of device types. TAB 1 represents the network elements required to provision internet and or private network for the district.

The attached list may include equipment that is eligible for E-rate subsidy as well as equipment that is not eligible for E-rate.

The list was provided in this manner to cover the total requirement of the District.

Based on available funding the District reserves the right to order items and or quantities based on the pricing and is not obligated in any way to procure the entire list of items.

Any item that contains both non-eligible and eligible components must be identified and priced accordingly.

Method to determine successful proposal

Proposal analysis and successful bid determination.

Points and calculations to determine the successful bidder will be determined as follows:

30 out of 100 points awarded to lowest over all bid. Formula for the determination will be; months times monthly price plus construction cost plus and early term from current provider, if any.

Points from all other bids for price will be calculated based on the difference of each bid.

Up to 25 out of 100 points awarded based on service history and support of the library by responding vendors.

Up to 25 out of 100 points awarded based on compatibility with existing infrastructure and operating knowledge in the District, as well as compatibility with District owned management tools and software.

Up to 20 out of 100 points awarded based on technical merits of the proposal.

Current District procurement regulations grant a 5% price benefit to local providers and vendors within the Districts serving area.

The district will accept bids for services or products on the vendors individual response forms. The information on these forms will be transferred onto a spread sheet following the layout provided with this RFP.

If the District does not receive a response for any or all the items listed, the District will undertake a negotiation for best price and service with the current provider or providers.

General

All proposals become the property of the Library District and become subject to the Colorado Open Records Act. Proprietary or confidential material must be clearly identified and easily separable from the rest of the proposal.

A proposal submitted in response to the RFP shall constitute a binding offer, and the contents of the proposal of the successful bidder will become contractual obligations. Pricing must be firm for 90 days from the date of the proposal. Best and final offers cannot be considered. Cost is an issue, but not at the expense of quality of work and timeliness of service. If the successful proposer fails to accept all the terms and conditions set forth in the RFP in a contract, the award may be cancelled.

A. Conditions of Proposals and Proposed Contracts

Vendors should consider the following during preparation of proposals.

1. Vendors must thoroughly inform themselves regarding the conditions of the RFB. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract will be accepted as the basis for varying the requirements of the Library District or the compensation to the vendor.
2. The proposal must be complete, understandable and address all the points included in this RFB. Failure to respond to every section in a clear and concise manner may make the proposal non-responsive and result in rejection of the proposal.
3. Vendors which qualify their offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their offers. The Library District reserves the right to declare vendor's offers as non-responsive if any of these alternate terms and conditions conflicts with the Library District's terms and conditions, or if they are not in the best interest of the Library District.
4. The Library District intends and expects that the contracting processes of the Library District and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age, or disability, and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Library District as subcontractors, vendors or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.
5. The successful vendor must certify that they do not employ or contract with any illegal alien(s) as required by Colorado Revised Statutes Sections 8-17.5-101 *et seq.* (see Attachment A).

6. All prior and/or existing relationships with the Library District or its employees must be identified and disclosed.
7. During the agreement and for such additional time as may be required vendor shall provide, pay for, and maintain in full force and effect, the insurance coverages listed in this document. Insurance shall cover the vendor's activities, those of any and all subcontractors, and those activities of anyone directly or indirectly employed by the vendor or subcontractor(s).
8. The vendor is responsible for all costs related to preparation of a response to this request for proposal.
9. The Library District, operating as a government entity, is exempt from all state and local taxes. The laws of the State of Colorado shall govern any contract executed between the successful vendor and the Library District.
10. The successful vendor will be required to indemnify, defend and hold harmless the Library District, its members, trustees, directors and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the vendor or vendor's subcontractors and/or employees. The obligations of this indemnification shall survive termination of this contract.
11. The Library District may make such investigations as deemed necessary to determine the ability of the vendor to perform work, and the vendor shall furnish all information and data for this purpose as the Library District requests. The Library District reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy the Library District that such vendor is properly qualified to carry out the obligations of the contract and to complete the work requested. Conditional bids will not be accepted.
12. The Continuation of the contract beyond the initial period is a prerogative of the Library District and not a right of the vendor. The Library District has reason to believe that sufficient funds will be available for the full term of the contract. However, financial obligations of the Library District payable after the current fiscal year are contingent upon funds for this purpose being appropriated, budgeted, or otherwise made available. In the event that funds are not appropriated, the Library District will notify the vendor and the contract will be terminated without penalty on the last day of the current fiscal year.

Invoicing

All invoices shall include adequate detail to identify the charges. All service items will be invoiced after the services are provided and will be payable net 30 days, preferably with credit card. Please mail all invoices to:

Clearview Library District
Attn: Accounts Payable
1194 West Ash St.
Windsor, Colorado 80550

Attachment A

HB 01-1343: Illegal Aliens Performing Under Public Contracts for Services

Vendor shall not knowingly employ or contract with an illegal alien to perform work under this Contract and shall not enter into a contract with a subcontractor unless the subcontractor certifies in writing to the vendor that the subcontractor does not knowingly employ or contract with illegal aliens to perform work under this contract. A copy of the subcontractor's certification must be provided to the Library District.

Vendor certifies that it has verified or attempted to verify, through participation in the Basic Pilot Program as defined under Colorado Revised Statute 8-17.5-101(1) that the vendor does not employ any illegal aliens. If the vendor has not been accepted into the Basic Pilot Program prior to entering into this agreement, the vendor shall apply to participate in the Basic Pilot Program every three months until the vendor is accepted into the Basic Pilot Program or this contract has been terminated, whichever is earlier. This provision shall not apply if the Basic Pilot Program is discontinued.

Vendor is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the agreement is being performed. If vendor obtains actual knowledge that a subcontractor performing work under this agreement knowingly employs or contracts with an illegal alien, the vendor shall:

Notify the subcontractor and the Library District within three days of when the vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract if within three days of receiving the notice required above, the subcontractor does not discontinue employing or contracting with the illegal alien(s); except that the vendor shall not terminate the subcontract if during such three days the

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted an illegal alien.

Vendor shall comply with all reasonable requests by the Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Sections 8-17.5-101 *et seq.*

If the vendor violates any of the requirements under this contract section, the Library District may terminate the contract for breach of contract. The vendor shall be liable for actual and consequential damages to the Library District.

The above provision will be made a part of the agreement or Contract between Clearview Library District and winning vendor.

Attachment B: Equipment list, quantities and locations.

The attached spread sheet identifies the items required at each location. The part numbers and vendors defined are provided to allow any vendor, if quoting a different brand and part number, with the basic service, configuration and capabilities required by the library district. We will accept proposals for products that are 100% equal to the items defined on the spread sheet. Both in hardware specifications and software and must be fully compatible with the Districts current hardware deployed.