

Request for Proposal Internet Access

Hall County Library System

**E-Rate Funding Year July 1, 2023
through June 30, 2024**



REQUEST FOR PROPOSAL
Internet Access
Hall County Library System

The Hall County Library System (HCLS) 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.

Our goal is selecting an Internet Service Provider that can provide Internet Access with sufficient speed and bandwidth needed at five branch locations for the Hall County Library System.

The work proposed in these specifications is dependent upon receipt of E-rate Funding for Internet Access for the E-rate Funding Year July 1, 2023 through June 30, 2024.

It is anticipated that the contract resulting from this RFP will be for a period of 1 year from July 1, 2023 through June 30, 2024 with the possibility of 9 one-year extensions solely at the discretion of Hall County Library System. The services shall commence at 12:00:01 a.m. on July 1, 2023.

Background Information

The headquarters of the Hall County Library System is located in Gainesville, Georgia. HCLS currently has approximately 300 internet capable computers with access provided through Charter. HCLS is seeking Internet service for the following locations:

Library name	Address	Current Environment
Hall County Library System Gainesville	127 Main St. NW Gainesville, GA 30501	1 Gbps
Blackshear Place Branch	2927 Atlanta Highway Gainesville, GA 30507	500 Mbps
Murrayville Branch	4796 Thompson Bridge Rd Gainesville, GA 30506	100 Mbps
North Hall Tech Center	4175 Nopone Rd., Suite B Gainesville, GA 30506	200 Mbps
Spout Springs Branch	6488 Spout Springs Road Flowery Branch, GA 30542	200 Mbps



Services required for this RFP

Services sought in a contract resulting from this RFP are as follows:

- Standard Internet service (cable or fiber)
- Static IP address allocation for continued access to IP-based library resources
- VOIP support

The Service Provider will provide all necessary equipment, IP addresses, connections, routers, etc. needed for Internet Access at the library.

The vendor will be responsible for all service, maintenance, support, and monitoring of Internet connections. Prompt response times and on-site repairs during operating hours and proactive monitoring are required. Troubleshooting service will be provided within four (4) hours of reported problem(s) during library operating hours. Refunds will be automatically provided for periods of service outage lasting more than 6 hours. Service is not required to be symmetrical. Static IP addressing is required, with a minimum of 1 public IP address per site.

There is a possibility that an additional library will open in the middle of a contract or extension year. If this occurs, the vendor will work with HCLS to modify the existing contract to provide said location with pricing comparable to other locations. The vendor must include all eligible one-time fees to cover the additional site. This may include any necessary fiber lays, etc.

Full implementation of Internet service must occur by July 1, 2023.

Requested Bandwidth for each library:

Library name	Address	Requested Bandwidth
Hall County Library System Gainesville	127 Main St. NW Gainesville, GA 30501	100Mbps – 10Gbps
Blackshear Place Branch	2927 Atlanta Highway Gainesville, GA 30507	100Mbps – 10Gbps
Murrayville Branch	4796 Thompson Bridge Rd Gainesville, GA 30506	100Mbps – 10Gbps
North Hall Tech Center	4175 Nopone Rd., Suite B Gainesville, GA 30506	100Mbps – 10Gbps
Spout Springs Branch	6488 Spout Springs Road Flowery Branch, GA 30542	100Mbps – 10Gbps

Proposals should also include bandwidth pricing for additional 100Mbps increments above the requested bandwidth, up to 10GB, at each library. It is not necessary to have symmetrical bandwidth. The **minimum upload bandwidth** must be 100Mbps for each location.

We are looking at all options including direct connection to our sites or a LAN/WAN option.

Undiscounted final pricing should be listed in one chart and include the library’s specified service needs.

All costs and fees must be included in this chart.



Invoicing

Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Separate invoices are required for E-rate eligible locations and services from those that are not eligible. HCLS will provide a summary of the services ordered and the corresponding locations, together with all costs. It is the burden of the Service Provider to reconcile, to HCLS's satisfaction, its invoices to that summary.

All invoices must be based on a first-of-the-month through end-of-the-month cycle.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification such error.

Service Provider Requirements

SPIN and FCCRN Required

It is the intention of HCLS to apply for discounts under the Schools and Libraries ("E-rate") program for some or all of the services that are the subject of this RFP. Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Therefore, all Service Providers responding to this RFP must participate in the E-rate Program and must comply with all applicable FCC rules.

The Service Provider is required to submit its SPIN and FCCRN as part of the Proposal. If you do not have a SPIN and FCCRN, you MUST obtain them before you respond to this RFP.

*You can obtain a SPIN by following the directions on the Schools and Libraries Division ("SLD") web site which is found at the following URL:

<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

*You can obtain an FCCRN from the FCC web site which is found at the following URL:

<https://apps2.fcc.gov/fccUserReg/pages/createAccount.htm>

Document Retention, Production of Records, and Audits

Pursuant to 47 C.F.R. § 54.516, the Service Providers have the following obligations with respect to document retention, production of records and audits:

The Service Providers shall retain documents related to the delivery of discounted telecommunications and other supported services for at least 10 years after the last day of the delivery of discounted services. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained as well. Comprehensive information about document retention requirements is found in the FCC's Fifth Report and Order (FCC 04-190).

The Service Providers shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the FCC or any local, state or federal agency with jurisdiction over the entity.

The Service Providers shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the schools and libraries universal service support program including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. HCLS must provide written consent before a Service Provider releases information to the auditor, reviewer, or other representative.

The Service Provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention, production of records, and auditing.



Lowest Corresponding Price

Pursuant to 47 C.F.R. § 54.511, Service Providers shall not submit bids for or charge HCLS a price above the lowest corresponding price for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined.

Pricing Transparency

Pursuant to the FCC's E-rate Modernization Order (FCC14-99) released July 23, 2014, the Commission provided notice to all Service Providers that the receipt of E-rate support will be conditioned on disclosure of pricing information beginning in Funding Year 2015. The Commission states in the Order that contracts executed after the effective date of the Report and Order may not contain restrictions barring publication of purchasing price data, and that any such restrictions shall have no effect.

Contract Terms & Conditions

The following Terms & Conditions are to be included in the contract resulting from this RFP:

- Hall County Library System will not sign a generic vendor contract. Contract must be negotiated; no vendor template contracts will be signed.
- Services added during the course of the contract must be coterminous with the proposed contract.
- Hall County Library System reserves the right to change a Service Provider if there is a legitimate reason to do so.
- Time is of the essence in the Proposed Contract.
- Should the Service Provider, its principals, agents or employees act in violation of the FCC's policy regarding gifts, and should Hall County Library System be denied funding on a funding request or be subject to a commitment adjustment as a result of the aforementioned action, the Service Provider shall be liable for liquidated damages in the amount of Hall County Library System's discounted portion on each of the funding requests so denied.
- The Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event the Service Provider acts or fails to act in such a way that causes Hall County Library System to lose E-rate funding, the Service Provider shall be liable to Hall County Library System for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to Hall County Library System for legal or consulting fees Hall County Library System incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; and/or to pursue an appeal.



Right of Rejection

Hall County Library System 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 library system. The Hall County Library System reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Library.

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.

Cost of Proposals

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

PROPOSAL DELIVERY

RFP Submission

RFPs should be submitted no later than February 3rd, 2023 at 4pm. Bids must be received at the Hall County Library System by this date and time. No faxed copies will be accepted.

Mail RFPs to:

Hall County Library System 127 Main St. NW Gainesville, GA 30501 ATTN: Dylan Young

Questions

All questions pertaining to this bid must be submitted by emailing Dylan Young dyoung@hallcountylibrary.org. Questions submitted will be answered on our FAQ which will be posted to <http://www.hallcountylibrary.org/about-us/rfp>. All questions must be submitted by January 27th, 2023.

Vendors are responsible for checking updated information, changes, additions, etc., on the library's webpage.



Evaluation Criteria

Evaluation Criteria	Weight
Cost effectiveness of service	35%
Administrative • Ability to provide full implementation of Internet service by July 1, 2023. • Ability and Willingness to adhere to Contract Terms & Conditions • Ability and Willingness to meet invoicing requirements • Correct completion of bid packet	25%
Past performance experience including support and maintenance (prompt phone response, proactive monitoring, prompt on site assistance as needed, overall quality of customer service)	25%
Comprehensive implementation designed to minimize disruption of current library Internet activities	15%



INSTRUCTIONS TO BIDDERS

This RFP document may be downloaded from the internet at <http://www.hallcountylibrary.org/about-us/rfp>. Vendors should frequently, during the bid process, check <http://www.hallcountylibrary.org/about-us/rfp> for updated information and clarifications. Vendors are responsible for checking updated information, changes, additions, etc., on the library's webpage.

QUALIFICATIONS OF BIDDERS

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

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

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

Hall County Library System has the right to reject any and all bids from any bidder that is in or contemplates bankruptcy of any chapter or nature. Said bidder must notify the Library System in writing of any existing condition or knowledge of same.

No verbal instructions or information to bidders 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 bids. Should any written inquiries be received by Hall County Library System, these inquiries will be answered in the question and answer portion of our webpage and posted for access by all providers.

The submission of a bid will be considered as conclusive evidence of complete examination of all instructions and specifications.

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

No bid may be withdrawn later than 2:00 PM on the day of the opening of bids. No modifications of any bid will be allowed after the same is sealed and delivered to Hall County Library System, however, a bidder may withdraw a bid before 12:00 PM on the day of the opening of bids and submit another bid before the closing date and time.



FORM OF CONTRACT

The successful bidder will be required to execute a written contract with Hall County Library System within ten (10) days after acceptance of bid. It is expressly understood and agreed by the bidders that the contractual obligations of Hall County Library System to the bidders are effective only after the execution of a contract signed by all parties and E-Rate 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 bidder will be required to do all things that may be necessary to fully complete the work within the purview of these specifications.

Equipment and/or material to be furnished shall meet with the approval of the IT Manager 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 IT Manager as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

ADDITIONS OR DEDUCTIONS

Hall County Library System shall have the right, without invalidating the contract, to make additions to or make 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 Hall County Library System and the bidder, as shown in a written amendment to the contract.

PROTECTION BY BIDDER

The bidder agrees to indemnify and hold harmless Hall County Library System 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. The bidder 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 bidder, sub-contractor, nor any person acting on behalf of such bidder 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. House Bill 87, Section 3, E-verify Form.

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Hall County Library System.



RESERVATIONS

Hall County Library System reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received.

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

BID FORM

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

All bids must be sealed, marked, and delivered in accordance with instructions in this RFP. Bids will be opened and read by Hall County Library System administrative staff including the IT Manager within 3 weeks of receipt of bids. Recommendations will be made and the contract will be awarded.

EXEMPTION FROM GEORGIA SALES TAXES

Hall County Library System is exempt from Georgia State Sales Tax. Net prices as shown in the proposal shall exclude said State tax amounts. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of the Hall County Library System. Following the contract award, an exemption certificate will be furnished by Hall County Library System.



FORM FOR PROPOSAL SUBMITTAL STATEMENT OF VENDOR'S QUALIFICATION

To accompany proposals submitted for Internet Access for the Hall County Library System

Name of Vendor's Firm: _____

Name of Company Representative: _____

Business Address: _____

Phone Number: _____

When / 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 three references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

Date: _____

Firm Name: _____

Signature: _____

Printed Name & Title: _____



BID FORM SIGNATURE PAGE

Date _____

TO: Hall County Library System

This bid is submitted in accordance with your RFP inviting bids 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 bid 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 he has contracted to supply or perform.

In submitting this bid, it is understood that the unrestricted right is reserved by the Hall County Library System in making the award to reject any and all bids or parts thereof, or to waive any informalities or technicalities in said bids.

The undersigned hereby certifies that this bid 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 bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

Evidence of a Performance Bond is required if your company is selected:

____ I will provide a Performance Bond from:

Bonding Company: _____

Name of Agent: _____

Address: _____

Bidder **MUST** provide: Federal EIN _____ and E-Rate SPIN Number _____

Firm Name: _____

Signature: _____

Printed Name & Title: _____

Bid must be signed for consideration



Hall County Library System

S.A.V.E Program Affidavit

Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).

Affidavit

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County Library System, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov .your bid will not be accepted without this E-Verify Number.*

Company Name

By: Authorized Officer or Agent
[Contractor Name]

Date

Printed Name

Contractor's/Vendor's E-Verify #

Subscribed and sworn before me on this
the ____ day of _____, 20__

Notary Public
My commission expires:
