



REQUEST FOR PROPOSAL

BULK INTERNET SERVICES

REQUEST FOR PROPOSAL DATE: January 15, 2021

PROPOSALS DUE: February 12, 2021

RFP # 1-2021

1. General Information:

A. Overview:

The Pueblo City-County Library District ("District") issues this Request for Proposals ("RFP") for Bulk Internet Services. The District is seeking 1-year, 2-year and 3-year pricing, all with 1-year optional extensions, for the Internet services.

There is one procurement included in this single RFP -- Internet access. Technical requirements for the request are detailed in this RFPs Scope of Work (SOW) Section 8.1 (Internet) of this RFP.

The District intends to apply for discounts on the services listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-rate." Several criteria and restrictions pertinent to the E-rate program are included herein Section 8.2 (E-rate) and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

B. RFP Schedule:

RFP Issued:	January 15, 2021
Questions Due by 3pm MST:	February 1, 2021
Proposals Due by 3pm MST:	February 12, 2021

C. RFP Submittal: Proposals are to be submitted either in sealed envelopes, clearly identified with the RFP number and title, with all attachments, *or via email, clearly identified with the RFP number and RFP title plus the word "Submittal" or "Proposal" in the email subject field, with all attachments, no later than 3 pm MST on February 12, 2021 to:

Pueblo City-County Library District
ATTN: Alexandria Romero Finance Director
100 East Abriendo Ave.
Pueblo, CO. 81004

*Email: alexandria.romero@pueblolibrary.org

Each complete mailed submission is to include a signed original with all required attachments and one digital version copy on either a CD or USB and included with the hard copy. Emailed proposals should be attached to the email body in Word or PDF format. The digital file must be signed and should include within any and all necessary supporting documentation. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered or emailed after the above required date and time will be received but will not be considered and will be rejected for lateness.

All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

D. Points of Contact: Questions and requests for clarification regarding this RFP must be addressed via US mail or email by 3 pm February 1, 2021 to:

Pueblo City-County Library District
ATTN: Robert Childress, Director of IT
100 E. Abriendo Avenue
Pueblo, CO 81004
Email: usac.admin@pueblolibrary.org

Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCLD’s web site <http://www.pueblolibrary.org/about/requests> (click on request for bids) to **all** respondents by February 5, 2021. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

On-Site visits are available. Interested parties should notify usac.admin@pueblolibrary.org to schedule a site visit.

2. General Terms & Conditions:

- A. Interested Parties:** All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by vendors in the preparation and submission of proposals in response to this invitation.
- D. Non-Discrimination:** The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical

or mental disability.

- E. Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful vendor and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- F. Confidentiality:** Proposal submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.
- G. Termination of Contract:** PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include but is not limited to PCCLD's inability to continue with the contract due to the elimination or reduction in funding.
- H. Non-Appropriation:** PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.
- I. Confidentiality of Information:** The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business

3. Proposal Preparation:

- A. Exceptions and Deviations:** Any exceptions to or deviations from these Terms

& Conditions must be identified, in writing, on an attachment to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the vendor.

B. Substantive Proposals: By submitting a proposal, the vendor guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other vendor or over PCCLD.

C. Minimum Qualifications: To be considered for selection, vendors must meet at least the following minimum qualifications:

(1) **Established Business.** Vendor must have been engaged as a place of business 3 years prior to the release date of this RFP.

(2) **Customer Satisfaction, Financial Resources and Ability to Perform.** Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.

(3) **Legal Compliance.** Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.

(4) **Insurance:**

The vendor shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The vendor will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with the Library by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the vendor to obtain such insurance and liabilities prior to, and during the term of the contact, will constitute a breach of contract in which the Library has the right and may immediately terminate the signed agreement. The Library reserves the right to request and receive a copy of any policy related to services provided to the Library.

(a) **Commercial General Liability:** The vendor shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the vendor with respect to all work performed by vendor and its third-party vendors under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for

property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and vendors' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by vendor under the provisions of the contract and "Completed Operations and Projects Liability" coverage.

- (b) *Workers Compensation Insurance:* The vendor shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

- (1) Name of company, address, telephone number, facsimile number, email address, website URL, and contact person's name.
- (2) Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The proposal must be submitted and signed by an officer or person qualified to bind the proposing company.

F. Withdrawal of Proposal: A Vendor may withdraw its own proposal at anytime prior to the proposal due date and time as identified herein. After that date and time, no vendor may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

A. Vendor Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the required services effectively. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Right of Acceptance and Rejection: PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal but will select the proposal that represents the best value for PCCLD.

- C. Negotiation:** Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with vendors. PCCLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.
- 5. Key Personnel:** PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel. The vendor must establish one person to serve as project manager and liaison to the PCCLD project manager. PCCLD looks to the vendor to inform the needs of the project, maintain a cohesive schedule, and coordinate, oversee and manage work produced. Therefore, the vendor must establish a work schedule for all parties to ensure timely completion of the project. In addition to the start and completion of various construction stages, the schedule shall also show percentages of work to be completed at any given time, as well as significant dates that will serve as check points to determine compliance with approved schedule.
- 6. Competitive Position:** Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor's approach to communication.
- 7. Customer References:** Provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number and address of reference.
- 8. Scope of Work:**
- 8.1 Bulk Internet (ISP) Services**
The District is seeking Internet services at its Main Branch (see Index A). Vendors must propose pricing for 1Gb, 2GB and 5 GB symmetrical Internet circuits. This service must also include at least 64 usable IPs (CIDR/26).
- 8.1.1 Circuit handoff equipment (CPE) must support 1000BASE-T (1Gb copper Ethernet or Fiber) or 10GBASESR.
- 8.1.2 All cable to support the services installed within buildings must be plenum rated and installed to local building code. This includes supporting the cable in the ceiling with J-hooks or other required supports.
- 8.1.3 Vendors must include the service level agreement that is included, and what alternative service levels may be available at additional cost.
- 8.1.4 Installation of service shall begin as soon as possible after a contract between the parties has been executed. All services must be fully

operational by July 1st, 2021 (non-negotiable). No invoices for service and/or installation shall be issued or dated prior to July 1, 2021 (non-negotiable). There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

- 8.1.5 The District requests proposals for the following initial contract terms: 1-year, 2-years and 3-years pricing. Each of these terms should include 1-year optional extensions.

8.2 E-rate Requirements

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program:

- 8.2.1 SPIN - Vendor must have a valid E-rate SPIN number (Vendor Identification Number) and must provide that SPIN in the Proposal submitted in response to this bid opportunity. All services included in this RFP must be submitted under a single SPIN.
- 8.2.2 Form 473, Service Provider Annual Certification Form - Vendor must agree to timely submission to the SLD a completed Form 473. This form is available on the SLD's website at www.usac.org/sl in the Forms section.
- 8.2.3 BEAR Billings – Vendor must agree to bill the District in Billed Entity Applicant Reimbursement (BEAR) format. In which the District will pay for services in the full amount, and request reimbursement from USAC directly.
- 8.2.4 Document retention - Vendor must retain copies of all invoices and record of District payments for a period of eleven years and be willing to provide this information to the District upon request. Such retention may be done electronically.
- 8.2.5 Subcontracting - Any and all subcontractors must be identified in Vendor's proposals. Subcontractor's must abide by the same rules and standards as set forth in this RFP as the proposing Vendors.

Index A – District Locations:

Rawlings (Main Branch)
100 E. Abriendo Ave.
Pueblo, CO 81004

Barkman Branch
1300 Jerry Murphy Rd.
Pueblo, CO 81001

Greenhorn Valley Branch
4801 Cibola Dr.
Colorado City, CO 81019

Lamb Branch
2525 S. Pueblo Blvd.
Pueblo, CO 81005

Library at the Y Branch
3200 Spaulding Blvd
Pueblo, CO 81008

Lucero Branch
1315 E. 7th St.
Pueblo, CO 81001

Pueblo West Branch (DR Site)
298 S. Joe Martinez Blvd.
Pueblo West, CO 81007

Giodone Branch
24655 US Hwy 50E (BUS)
Pueblo, CO 81006