

Request for Proposal

Internet Access

Peach Public Libraries

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

FY2023 Form 471 Window

The FCC Form 471 must be certified on or before March 28, 2023 at 11:59 p.m. ET, the date that the filing window closes. Applications filed after this date will be considered out-of-window.

Peach Public Libraries
315 Martin Luther King Jr. Drive
Fort Valley, Georgia 31030
(478) 825-1640 phone (478) 825-2061 (fax)
www.peachpubliclibraries.org

Peach Public Libraries Request for Proposal – Internet Access

Peach Public Libraries (PPL) 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 or Internet Services Providers that can provide Internet Access with sufficient speed and bandwidth needed at each of the libraries in the Peach Public Libraries System.

The work proposed in these specifications is dependent upon receipt of E-Rate Funding for Internet Access for the contract period and extension periods.

The intent of this RFP is to enter into a contract or contracts for Internet Access for a three (3) year period to begin July 1, 2023, and run through June 30, 2026. Extensions of the contract or contracts could be for a 4th year (July 1, 2026 through June 30, 2027) and a 5th year (July 1, 2027 through June 30, 2028) at the discretion of Peach Public Libraries and the contracted vendor or vendors.

Internet Service Providers should be able to deliver the following features: 1) Standard Internet service, 2) Class C IP address allocation, 3) CIPA compliance, and 4) Managed Services, including technical support, of the Internet connection to each of the individual libraries.

Background Information

Peach Public Libraries is headquartered in Fort Valley, Peach County, Georgia. The library system consists of two (2) libraries. The library system presently has approximately 60 computers in the system. All sites within the library system are presently connected to the Internet through T-1 lines.

Peach Public Libraries currently has internet service provided through a contract with Accelecom GA, LLC. The table below outlines current capacity at all library locations.

Library name	Address	Current Environment
Thomas Public Library	315 Martin Luther King Jr. Drive Fort Valley, GA 31030 (478) 825-1640	100 Mbps
Byron Public Library	105 Church Street Byron, GA 31008 (478) 956-2200	100 Mbps

Services required for this RFP

The intent of this RFP is to enter into a contract or contracts for Internet Access for a three (3) year period to begin July 1, 2023, and run through June 30, 2026. Extensions of the contract could be for a 4th year (July 1, 2026 through June 30, 2027) and a 5th year (July 1, 2027 through June 30, 2028) at the discretion of Peach Public Libraries and the contracted vendor or vendors. Internet Service Providers should be able to deliver the following features: 1) Standard Internet service, 2) Class C IP address allocation, 3) CIPA

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compliance, and 4) Managed Services, including technical support, of the Internet connection to each of the individual libraries.

Requested bandwidth for each library:

Library name	Address	Requested Bandwidth
Thomas Public Library	315 Martin Luther King Jr. Drive Fort Valley, GA 31030 (478) 825-1640	100 Mbps
Byron Public Library	105 Church Street Byron, GA 31008 (478) 956-2200	100 Mbps

Proposals should also include bandwidth pricing for additional 10Mbps increments above the requested bandwidth, up to 150 Mbps, at each library.

Invoicing

Vendors submitting responses to this RFP agree to provide discounted billing for services associated with this proposal and seek reimbursement of the discount amount according to the invoicing/reimbursement guidelines of the Schools and Libraries Division of the Universal Service Fund. Peach Public Libraries will pay for the discounted portion of services provided under this proposal. Invoices should be broken down by individual library listing the appropriate discounted charge for each contracted facility. Total costs may be listed minus the applicable discount amount to arrive at the discounted amount accounted to each library in the Peach Public Libraries system.

General Conditions

This RFP is not a contract offer. Acceptance of a proposal neither commits Peach Public Libraries 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. Peach Public Libraries 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.

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It is important that the vendor understand that this Internet Access Proposal has been submitted on Peach Public Libraries' E-Rate applications which, if approved, will entitle Peach Public Libraries to approximately 90% discount through the Universal Service Fund. If you are not familiar with this process, please call Billy Tripp, Library Director at (478) 825-1640. The table below outlines E-Rate discount levels for each library.

E-Rate Discount Levels:

Library name	Address	Category 1 Discount Level
Thomas Public Library	315 Martin Luther King Jr. Drive Fort Valley, GA 31030 (478) 825-1640	90%
Byron Public Library	105 Church Street Byron, GA 31008 (478) 956-2200	90%

Right of Rejection

Peach Public Libraries 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 Peach Public Libraries. Peach Public Libraries 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 respondents.

Proposals for Specific Libraries, Groups, or Regionally

Bidders may submit proposals for individual libraries or for all libraries in the Peach Public Libraries System, as best suits their business and Internet Service Provider capabilities.

General Information

Terms of contract will be: For a three (3) year period to begin July 1, 2023, and run through June 30, 2026. Extensions of the contract could be for a 4th year (July 1, 2026 through June 30, 2027) and a 5th year (July 1, 2027 through June 30, 2028) at the discretion of Peach Public Libraries and the contracted vendor or vendors.

Should a facility or facilities in the Peach Public Libraries System no longer need Internet Access during the contract timeline, service will be disconnected at no cost to Peach Public Libraries or the individual library or libraries in the Peach Public Libraries System. Vendor(s) agree not to bill Peach Public Libraries for unused, remaining portion of contract period when internet services are not being provided.

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

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

Technical support and troubleshooting service will be provided within four (4) hours of reported problem(s). Refunds will be provided for periods of service outage lasting more than eight (8) hours.

During the contract period, should lower pricing be provided to another client, the lower pricing must also be provided for contracts with Peach Public Libraries.

Proposal Submission

Proposals should be submitted in a sealed envelope addressed to the following by mail, delivery service, or hand delivery, no later than **9:00 AM EST, MONDAY, MARCH 6, 2023**. Proposals must be received by Peach Public Libraries by this date and time.

Send Proposals to:
Peach Public Libraries
ATTN: Internet Access Proposal
315 Martin Luther King Jr. Drive
Fort Valley, GA 31030

QUESTIONS

All questions pertaining to this RFP must be submitted in writing by email to trippb@peachpubliclibraries.org. Questions submitted up to Friday, February 24, 2023 will be answered in the form of addendum which will be posted to <http://peachpubliclibraries.org/erate-program/> no later than 5:00pm, Monday, February 27, 2023.

Bidders are responsible for information, changes, additions, etc., posted in addendum on Peach Public Libraries' website at <http://peachpubliclibraries.org/erate-program/>

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Evaluation Criteria

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

Evaluation Criteria	Weight
Cost effectiveness of service	50%
Comprehensive implementation designed to minimize disruption of current library Internet activities	25%
Experience and capabilities of account support group	15%
Locality to Peach Public Libraries' facilities	10%
Total	100%

INSTRUCTIONS TO BIDDERS

This RFP document and subsequent addendum pages may be viewed, printed, downloaded from the Internet at <http://peachpubliclibraries.org/erate-program/>

Peach Public Libraries reserves the right to accept and award a contract and/or contracts to the lowest responsive, responsible bidders. PPL reserves the right to reject any or all proposals or any part thereof. PPL reserves the right to award a contract or contracts based on evaluation of specific criteria found in these specifications. Proposals on forms other than provided herewith will be rejected. PPL also reserves the right to reject any and all proposals.

Vendors should frequently, during the proposal process, check <http://peachpubliclibraries.org/erate-program/> for updated information and addendum.

QUALIFICATIONS OF BIDDERS

Peach Public Libraries may make such investigation as deemed necessary to determine the ability of bidder to perform the work. PPL reserves the right to reject any proposal if investigation of such bidder fails to satisfy PPL 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 proposal. Failure to comply could result in the rejection of such proposal as non-responsive.

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

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Peach Public Libraries has the right to reject any and all proposals from any bidder that is in or contemplates bankruptcy of any chapter or nature. Said bidder must notify the PPL 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 proposals. Should any written inquiries be received by PPL, these inquiries will be answered in the form of addendum and posted for access by all bidders. All questions pertaining to this RFP must be submitted in writing by email to trippb@peachpubliclibraries.org. Questions submitted up to Friday, February 24, 2023 will be answered in the form of addendum which will be posted to <http://peachpubliclibraries.org/erate-program/> no later than 5:00 p.m., Monday, February 27, 2023. 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 bidder 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 bidder.

No proposal may be withdrawn later than 4:00 p.m. on the day of the opening of proposals. No modifications of any proposals will be allowed after the same is sealed and delivered to PPL, however, a bidder may withdraw a proposal before 4:00 p.m. on the day of the opening of proposals and submit another proposal before the closing date and time. A bidder may submit as many proposals as they desire.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with Peach Public Libraries (PPL) within five (5) business days after acceptance of proposal or proposals. It is expressly understood and agreed by the bidders that the contractual obligations of PPL to the bidders are effective only 1) after the execution of a contract or contracts signed by all parties and 2) 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 Library Director or designated representative.

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

All equipment should be installed and Internet service should be fully operational at all location of Peach Public Libraries by June 15, 2023. The newly installed service will run in tandem with existing service for the remainder of June 2023. This tandem period will be considered a testing period for the new service and will not be billed to Peach Public Libraries. All billing must be for services beginning July 1, 2023.

ADDITIONS OR DEDUCTIONS

Peach Public Libraries 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 PPL and the bidder, as shown in a written amendment to the contract.

PROTECTION BY BIDDER

All bidders agree to indemnify and hold harmless Peach Public Libraries 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.

Bidders 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.

All bidders shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of Peach Public Libraries.

GENERAL CLAUSES

RESERVATIONS

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

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Any bidder who has demonstrated poor performance during either a current or previous agreement with PPL may be considered as an unqualified source and their proposal may be rejected. PPL 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 bidder and included in their RFP submission.

All proposals must be sealed, marked, and delivered in accordance with the instructions in this RFP. Proposals will be opened and read by Peach Public Libraries' Director at the closing of the due date. The Library Director may award a contract or contracts as deemed appropriate.

EXEMPTION FROM GEORGIA SALES TAXES

Peach Public Libraries 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 Peach Public Libraries. Following a contract award, an exemption certificate will be furnished by Peach Public Libraries.

FORM FOR PROPOSAL SUBMITTAL

STATEMENT OF VENDOR'S QUALIFICATION

To accompany proposals submitted for Internet Access for the Peach Public Libraries.

Name of Vendor's Firm:			
Name of Company Representative:			
Business Address:			
Business Phone Number:			
When Organized?			
Where Organized?			
Is Business a Partnership or Corporation?	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
			Corporation

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

SPIN Number:	
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How many years have you been engaged in this business under the present firm name?	
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Please attach to this statement at least three (3) references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

Date:	
Firm Name:	
Signature of Authorized Representative:	
Title of Authorized Representative:	

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PROPOSAL FORM - SIGNATURE PAGE

Date:	
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TO: Peach Public Libraries

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 bidder has contracted to supply or perform.

In submitting this proposal, it is understood that the unrestricted right is reserved by Peach Public Libraries 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 is not 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 submitting proposals, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

TOTAL AMOUNT PROPOSAL OPTION:

Should the contract require a Performance Bond:

<input type="checkbox"/>	I will provide a Performance Bond from:
<input type="checkbox"/>	I will provide an equal form of surety which is acceptable to Peach Public Libraries

Bidder MUST provide:

Federal EIN or SSN	
ERate SPIN	

(Print Name)

Proposal must be signed for Consideration:

(Signature)

(Date)

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FORM OF AGREEMENT

THIS AGREEMENT, made this day, ____ of _____ 2023 by and between _____ (vendor's name & address) (hereinafter referred to as "VENDOR") and Peach Public Libraries.

WITNESSETH

1. In accordance with the scope of services set forth in the Notice to Bidders, 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 Peach Public Libraries, 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 Peach Public Libraries.
4. VENDOR further agrees to indemnify and hold harmless Peach Public Libraries from any and all actions, claims and demands whatsoever that may result from VENDOR'S use of any facilities owned by Peach Public Libraries, their specific counties, library boards, and/or cities and does further agree to repair any damage to Peach Public Libraries, 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).
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: Peach Public Libraries shall be included as additional insured with respect to the work performed for the Internet Access Contract.

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- 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 – Peach Public Libraries, Attention: Library Director, 315 Martin Luther King Jr. Drive, Fort Valley, GA 31030.
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 Peach Public Libraries.
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 Peach Public Libraries against losses, claims and demands to the same extent as Peach Public Libraries would have been indemnified by each insurance if it had been in full force and effect. The **VENDOR** shall also indemnify and hold harmless Peach Public Libraries 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 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 Peach Public Libraries, 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 Peach Public Libraries a right of action either under this contract or in any manner whatsoever.

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

VENDOR: _____

BY:

SS # or FEDERAL I.D. # _____

Peach Public Libraries

BY:

Billy B. Tripp, Director

Date