



## **THE INDIANAPOLIS PUBLIC LIBRARY REQUEST FOR PROPOSALS RFP 001 – Wide Area Network**

**RFP Issue Date:** 8/16/2021

**Contact:** Shanika Heyward  
Director, Innovation & Technology  
The Indianapolis-Marion County Public Library  
2450 North Meridian Street  
Indianapolis, Indiana 46208

**E-mail:** [purchasingRFP@indypl.org](mailto:purchasingRFP@indypl.org)  
**Web Site:** <https://www.indypl.org>

### **I. BACKGROUND AND GENERAL INFORMATION**

The Indianapolis Public Library ("IndyPL or Library") by issuing this Request for Proposals ("RFP") is requesting proposals ("Proposals") from qualified Vendors ("Vendors") to provide quotes for a layer 2 Ethernet Network, commonly known as Metro Ethernet, or MPLS, or Wide Area Network (WAN) to connect it's public libraries and administration building, the locations of which are specified in **Appendix A - Scope of Services and Data Service Locations**, for the period beginning July 1, 2022. The mechanism of how the network is delivered should be transparent to the Library and should present itself as a layer 2 Ethernet Network. The library will entertain proposals with a term of up to five years in length. **The Library is currently using AT&T Switched Ethernet (ASE) product in this role.**

IndyPL intends to review the Proposals submitted by Vendors with the intent of entering into a contractual Agreement ("Agreement") with one Vendor for the Services described in the RFP.

IndyPL is seeking Vendors whose combination of experience, personnel, and processes will provide timely, cost-effective, and exemplary Services.

This RFP describes the Services and contains an overview of the terms and conditions for the Agreement.

IndyPL participates in the Universal Services Funding (USF) program. This RFP covers services beginning **Plan Year 25 (FY22): July 2022 – June 2023** and beyond. Refer to FCC Form 470 # 220000200, posted in the USAC EPC portal.

IndyPL is committed to supporting and encouraging economic growth and business opportunities in Marion County by strengthening IndyPL's relationships with minority, women, disability and veteran-owned business enterprises by providing an equal opportunity for participation in all IndyPL business.

The IndyPL Board of Trustees, with Resolution 28-2020, has adopted Minority/ Women/ Disability/Veteran-Owned Business Enterprise Utilization Goals. The utilization goal for Minority-owned Business Enterprises (MBE) is fifteen percent (15%). The utilization goal for Women-owned Business Enterprises (WBE) is eight percent (8%). The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%). The utilization goal for Veteran-owned Business Enterprises (VBE) is three percent (3%).

[If a Vendor's proposal is selected, the selected Vendor will be required to complete and submit the form provided in **Attachment C** entitled **MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services** within three (3) business days of bidder's/proposer's notification of award.] [The form is to be completed and submitted within three (3) business days of bidder's/proposer's notification of award - **MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services.**] Compliance with the utilization goals will be based on the cumulative amount of Work issued under the Agreement.

To assist in evaluating the Proposals, Vendor shall complete and include, **Attachment B** – Vendor Proposal Sheet and Non-Collusion Affidavit.

1. Response Due Date. The Proposals are due at the date, time, and location established in **Attachment E**.
2. Partnerships in Response to the RFP. IndyPL will consider partnerships between Vendors to provide the Services.
3. Agreement Period. The Agreement period shall be for the period beginning July 1, 2022 through at most June 30, 2027. Shorter terms may be acceptable.
4. Definitions. The term Vendor ("Vendor") denotes those entities submitting a Proposal in response to this RFP. The term Contractor ("Contractor") is used throughout this RFP to define the entity selected to provide the Services described in this RFP.
5. Pre-Proposal Conference. A voluntary Pre-proposal Conference will be held at the date, time, and location established in **Attachment E**. Notification of planned attendance is required. This will be the only opportunity to ask questions or to receive answers to questions related to this RFP. Respondents choosing not to

attend in so doing acknowledge their understanding that they were offered and voluntarily declined the opportunity.

## **II. REQUIRED SERVICES**

The Contractor shall have, at a minimum, the capabilities listed in this RFP, and the Proposal submitted shall reflect in detail the degree of expertise in utilizing these capabilities and the ability to provide and comply with the requirements hereof.

The Contractor shall have and maintain all proper and required licensures in the State of Indiana necessary to provide the Services. The Contractor shall have the capability and workforce to conduct the planning, coordination, implementation, and support of the required Services.

Specific Service requirements for are included in **Attachment A**.

## **III. ATTACHMENTS**

### Attachment A – Scope of Services and Data Service Locations

### Attachment B – Vendor Proposal Sheets and Non-Collusion Affidavit

In addition to submission of information required by the Vendor Proposal Sheets, if a Vendor believes that additional services or adaptations for the Services beyond those specified in the RFP are required or recommended to fulfill the RFP's intent, the Vendor shall also propose the additional services or adaptations and the associated costs or fees for those additions. In all events, Vendors shall clearly specify which costs, if any, are not included in the fees submitted in the Vendor Proposal Sheet.

### Attachment C – MBE/WBE/VBE/DOBE Business Utilization Program Summary

The MBE/WBE/VBE/DOBE Business Utilization Program Summary is an information guide for maximizing contracting and subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBE businesses. The MBE/WBE/VBE/DOBE Business Utilization Program is comprised of two components, MBE/WBE/VBE/DOBE Participation Goals and Outreach/Good Faith Efforts.

### Attachment D – E-Verify Affidavit

The Contractor shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The Contractor shall also agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor shall agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. IndyPL may terminate a resulting Agreement for default if the Contractor fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IndyPL of such breach. As a condition to submitting a Proposal and to entering into an Agreement, the Vendor shall execute the E-Verify Affidavit, which shall be an attachment to the Agreement if the Vendor Proposal is selected.

#### Attachment E – Request for Proposal Schedule

The Request for Proposal Schedule ("Schedule") for this RFP is a guide. IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.

#### Attachment F – Terms and Conditions Governing the Agreement

### **IV. GENERAL TERMS AND CONDITIONS GOVERNING THE RFP**

1. Request for Proposal. IndyPL is notifying Vendors who have the potential to furnish the requested Services. Upon request, each Vendor will receive one copy of the RFP from IndyPL or receive a copy via download from IndyPL's website. Documents are also available from the FCC Form 470 # 220000200 in the USAC EPC portal. Vendors are responsible for making copies as required to satisfy their needs. Vendors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP, to allow time for all relevant questions and information needs to be identified and answered, and for preparation of a comprehensive and complete response.
2. Point of Contact. All communication with IndyPL shall be directed to the single point of contact for IndyPL identified on the first page of the RFP.
3. Schedule of Activities. **Attachment E** outlines the schedule of major activities for the RFP and the Contractor selection process. IndyPL reserves the right to amend the schedule as necessary.
4. Vendor Qualifications. The Vendor shall have the following minimum qualifications:
  - a. A sound business reputation and required licensures in the State of Indiana necessary to provide the Services;
  - b. Proven capabilities in delivering Services on time and on budget;
  - c. Appropriate resources to satisfy the requirements for the Services requested by this RFP;
  - d. Demonstrated track record in planning, coordination, implementation, and support for similar service relationships; and
  - e. Demonstrated track record in overall client satisfaction.
5. Vendor Rights. All materials submitted in response to this RFP become the property of IndyPL upon delivery, shall not be returned to the Vendor and may be appended to any formal documentation, which would further define or expand the contractual relationship between IndyPL and a selected Vendor. Vendors are advised that information and material contained in a proposal are subject to the Indiana Public Records Act, IC 5-14-3 et seq., and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Vendors claiming a statutory exception to the Indiana Public Records act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Vendor must also specify which statutory exception provision

applies. IndyPL reserves the right to make determinations of confidentiality. If IndyPL does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Vendor. If agreement can be reached, the Proposal will be considered. If agreement cannot be reached, IndyPL will remove the Proposal from consideration for award and return the proposal to the Vendor. **IndyPL will not determine prices to be confidential information.** No submissions or supporting documentation will be returned to Vendor. Neither party shall be liable for disclosures required by law.

6. Reservation of Rights; Rejection of Responses. This RFP does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any project or services. The lowest fee Proposal shall not necessarily be selected. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified Vendors, to award only a portion of the Services, to award Services to more than one Vendor, or to cancel in part or in its entirety this RFP, if it is in the best interest of IndyPL to do so. IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. IndyPL also reserves the right to waive any defects or informalities in a Proposal when it is determined by IndyPL to be in IndyPL's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, shall submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement as established in **Attachment E**.
7. Late Proposals Not Considered. Proposals received after the stipulated Proposal Submission Deadline established in **Attachment E** will not be considered.
8. Inconsistency or Error in the RFP. Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.
9. Vendor Errors or Omissions. IndyPL is not responsible for any errors or omissions in Vendor's Proposal.
10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL in regard to the proposal instructions, Services requirements, or proposal documents as described in this RFP. Any changes in or clarifications to this RFP will be in the form of a written addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the RFP or to any other Vendor who requests an addendum.
11. Vendor Incurred Costs. The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP.
12. Modification or Withdrawal of Proposal. A Proposal may not be modified, withdrawn or cancelled by a Vendor for ninety (90) days following the Proposal Submission

Deadline and each Vendor so agrees in submitting the Proposal. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the Proposal Submission Deadline. Notice of pre-submittal date withdrawal shall be in writing over the signature of the Vendor or may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the Vendor shall have been mailed and postmarked on or before the Proposal Submission Deadline. Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.

13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all Proposals received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any Vendor objecting to the rejection of a Proposal, or portion thereof, shall submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement as established in **Attachment E**.
14. Vendor Certification. By submission of a proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
15. Exceptions. It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material condition or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to IndyPL.
16. IndyPL's Right to Disqualify For Conflict of Interest. IndyPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a Proposal waives any right to object at any future time, before any agency or board, including but not limited to, IndyPL Board of Trustees, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
17. Warranties. Any Vendor submitting a Proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of providing the Services and performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.

18. Covenant against Contingent Fees. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, IndyPL shall have the right to immediately terminate the Agreement without liability or in its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.
19. Gratuities. IndyPL may immediately terminate consideration of a Vendor Proposal or the right of a Contractor under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise of any value were offered or given by the Vendor, or any representative of the Vendor, to any officer or employee of IndyPL with a view toward securing the Vendor selection or Agreement, or the making of any determinations with respect to the issuance or performance of an Agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Vendor or Contractor as IndyPL could pursue in the event of default by the Vendor or Contractor.
20. Diversity and Inclusion in Employment.
- a. IndyPL is committed to providing an equal opportunity for participation of Minority, Women, Disabled or Veteran Owned Business ("XBE") firms in all IndyPL business.
  - b. IndyPL extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal opportunity to compete for IndyPL business and strongly encourages voluntary utilization of disadvantaged and/or minorities to reflect both industry and community ethnic composition.
  - c. It is the desire of IndyPL to measure participation of XBE firms in the procurement of goods and supplies, in the retention of professional services, and in the construction and renovation of facilities. Vendors, who meet the City of Indianapolis or State of Indiana criteria of XBE firms or similar requirements for out-of-state firms, may indicate the appropriate certification, with a copy of such certification included in their Proposal.
  - d. Any Contractor in performing work under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age or disability or veteran status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability or veteran status.

21. Protest of Award. Any person or entity who has an objection to the awarding of the Agreement to any Vendor by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notice of Intent to Enter into an Agreement letter. IndyPL retains the right to reject all protests not filed within this time and those found to be without merit.
22. Vendor Inquiries. Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page.
23. News Releases. News releases pertaining to this RFP or the Services shall not be made without prior approval of IndyPL.
24. Standard/Licensure Requirements. The Contractor shall provide documentation to IndyPL evidencing all necessary business licenses to provide the Services prior to the awarding of the contract.
25. Out of State Vendors. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected as the Contractor shall be duly registered and qualified to do business within the State of Indiana.
26. Investments. By submission of a proposal, the Vendor certifies that the Vendor is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).
27. Award. IndyPL reserves the right to award the Services to one (1) or more Vendors when deemed to be in IndyPL's best interest.

## **V. REQUIRED PROPOSAL FORMAT**

1. General Requirements. The Proposals shall contain all information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content. Information contained in the Proposals shall not exceed forty (40) double-sided pages, including the Vendor Proposal Sheet and Non-Collusion Affidavit, and excluding the cover sheets and tab dividers. In order to facilitate comparison and review of the Proposals, each Vendor should use tab dividers with section numbers and titles consistent with the format outlined below:
  - a. Vendor Introduction and Cover Letter:
    - 1) Vendor name, address, phone, fax and e-mail address.
    - 2) Contact person for the Vendor's response to the RFP.
    - 3) Include a statement of availability to meet the schedule in **Attachment E**.
    - 4) Signature of the contact person. This signature serves as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any person associated with IndyPL, and the Proposal will remain valid for at least ninety (90) days.
  - b. Vendor Proposal Sheet and Non-Collusion Affidavit included as **Attachment B**.
  - c. Vendor Profile and Experience:



- 1) Background information on the Vendor and its operations, including years in business, the nature of services provided, and the size of permanent staff and crew.
  - 2) Information relating to the business organization of the Vendor and any third-party or sub-contractor that may be partnering with the Vendor.
  - 3) Description of the Vendor's organization chart, names of employees primarily assigned to the Services, and the role of each employee.
  - 4) The Vendor shall provide the resumes of all employees intended to serve in supervisory and management roles for the Services.
  - 5) Description of any incidents or claims against a contract, or pending litigations to which the Vendor is a party.
- d. Vendor References:
- 1) The Vendor shall provide a list of the major contracts presently held by the Vendor representative of Services similar to the RFP. The Vendor shall identify three (3) contacts from this list as references by providing the name, position, and phone number for the Contract Manager at each location.
  - 2) The Vendor shall provide a list of the major contracts representative of the Services similar to the RFP that have been closed within the last three years. The Vendor shall identify three (3) contacts from this list as references by providing the name, position and phone number for the Contract Manager at each location.
- e. The Vendor shall provide a work plan outlining the approach, processes, and procedures the Vendor intends to follow in providing the Services. The work plan shall identify equipment, vehicles, traffic control, staffing requirements, tracking methods, waste control, and any special procedures. The work plan shall identify the proposed methods and timelines for communication with IndyPL.
- f. Provide financial statements or other suitable documentation covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and credit capacity to perform the Services required by the RFP. The required financial documentation does not count against the maximum page count, and can be treated as a confidential document under separate cover.
- g. Executed E-Verify Affidavit included as **Attachment D**.
- h. To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, including **Attachments F and G**, the Vendor shall specifically identify and describe such exceptions in this section of its response to this RFP.
- i. Additional information. Vendor may provide any other information within the maximum page limit that they believe may add to their Proposal.
3. Proposal Submittal Instructions. One (1) original, three (3) print copies, and one (1) electronic PDF copy on a disc, flash, or thumb drive of the Proposal shall be sealed in a package addressed to the IndyPL Point of Contact. Submittals may be delivered electronically prior to the due date specified. Include the following information on the outside of the package:
- a. Vendor's Name.
  - b. Request for Proposal title.

The Proposal package shall be personally delivered, sent by delivery service, sent by mail to the Point of Contact, or submitted electronically to the Point of Contact at the address identified on the RFP cover page. Regardless of the mode of delivery, the Proposal shall be received by IndyPL by the Proposal Submission Deadline established in **Attachment E** in order to be considered.

4. Opening. The responses received by the deadline will be opened publicly at the date, time, and location established in **Attachment E**.
5. Additional Information. Following receipt of the Proposals, IndyPL reserves the right to request additional information from and conduct discussions to clarify the Proposals with Vendors reasonably susceptible of being awarded the Services. IndyPL will not share information gathered in such discussions with any other competing Vendors.
6. Confidential Information and Public Records. All materials submitted in response to this RFP become the property of IndyPL and shall be subject to disclosure under the Indiana Public Records Act, IC 5-14-3 *et seq.* ("IPRA"). After the contract award, the entire Proposal may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception from disclosure under the IPRA of information included in its Proposal must:
  - a. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor Name, IndyPL Point of Contact Name, and the RFP Title.
  - b. Indicate in the transmittal letter for the Proposal that confidential information or materials are included in the submission along with a general description of the information for which confidential treatment is sought.
  - c. Indicate in the transmittal letter which statutory exception(s) provision of the IPRA applies to each listed confidential material item.
  - d. Provide a redacted version of the Proposal section to properly identify (and black-out) those sections of the Proposal for which Vendor claims an exception from disclosure under the IPRA.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Vendor or reject the Proposal. If agreement can be reached on the nature of the requested confidential materials, the Proposal will be considered. If agreement cannot be reached, IndyPL will remove the Proposal from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the Proposal and other supporting documentation will not be returned to Vendor and remain part of the RFP file. IndyPL will not consider prices, fees, or wage rates to be confidential information. By submission of its Proposal a Vendor acknowledges that IndyPL is required to make disclosures as required by law, and nothing herein shall obligate IndyPL to defend a Vendor's designation of its Proposal or portions thereof as confidential and excepted from disclosure. IndyPL shall not be liable for disclosures required by law.

## **VI. EVALUATION CRITERIA**

IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. Upon review of the information included in the Proposals, IndyPL will select the Vendor that best meets the needs of IndyPL based on a combination of all of the criteria. Cost of the E-Rate eligible service will be the most heavily weighted factor, but will be only one of the criteria considered. IndyPL will evaluate the Proposals based on the criteria listed below in no particular order of priority:

1. The satisfaction level of current and former clients of the Vendor under contracts similar to the requirements of IndyPL;
2. Cost of E-Rate eligible services
3. Proposed overall cost;
4. Effectiveness of the Work Plan; and
5. XBE Participation
6. Any other criteria deemed relevant by IndyPL.

## **VII. AWARD**

The Contractor shall initiate service on July 1, 2022 and shall proceed with any special construction work necessary prior to that date to have the service up and running by July 1, 2022 after the letter of receipt of the Notice of Intent to Enter into an Agreement. IndyPL shall conduct a conference with the selected Vendor(s) after issuing the Notice of Intent to Enter into an Agreement. The purpose of this conference will be establishing all lines of communication, to review equipment, schedules, work procedures, and other matters.

## **SCOPE OF SERVICES AND DATA SERVICE LOCATIONS**

The successful Vendor shall have, at a minimum, the capabilities listed in this RFP, and the Proposal submitted must reflect in detail the inclusion of these Services as well as the degree of expertise in utilizing these capabilities.

All work other than services defined herein will be directed to the Contractor via work order or by telephone only by authorized IndyPL's Director, Innovation and Technology.

The following Services and commitments are required of the successful Vendor. By submitting a proposal, Vendors confirm their ability to provide and conform to the following requirements. If a Vendor is unable to perform or takes exception to any of the following, the Vendor Proposal shall clearly state the reason for any such non-compliance. Any Vendor providing a proposal will need to provide service at all of the listed locations. Vendors proposing service at a subset of the locations will not be considered.

### **SPECIFICATIONS: Layer 2 Ethernet Connections**

Provide a layer 2 connect to the locations specified in this Attachment A at the minimum speeds indicated. For the 1Gb/s connections, physical handoff may be copper 1000BaseT Ethernet or 10Gb/s LC Fiber Ethernet. For the two locations that will have at least 10Gb/s, the physical handoff will be 10Gb/s LC fiber Ethernet. The 10Gb/s connections will be compatible with Cisco SFP-10G-SR= SFP+ Transceiver Modules.

The vendor will provide pricing for increasing the speed independently at each location in increments of 1Gb/s up to 10Gb/s at the branch locations and increments of 10Gb/s up to 40Gb/s at each of the two hub locations during the term of the contract.

In no case shall the maximum latency in one direction between any IndyPL locations be more than 20 ms.

### **DELIVERY:**

The vendor will provide and install all necessary equipment at or near the location of the Library's existing Cisco switches and provide any cabling, connections, power extensions, to make the connection to the Library's equipment, regardless of the location of the demark. Any costs for reviewing the current installation or terminating the line next to the current location of the Library's equipment will be borne by the vendor. The vendor will be responsible for maintaining the connection up to the Library's switch, regardless of the location of the traditional demark.

The services provided will be delivered over fiber from the Library's demark to the vendor's facilities. Wireless or satellite delivery will not be accepted.

The vendor will be responsible for all permits, trenching, conduit, and creating an entrance for the conduit into the Library's buildings. The Library will be responsible

for providing a plywood backer board, 120V power and a building ground. Any equipment needed by the vendor will be mounted on the plywood. Racks will not be permitted. If there are any separate installation or special construction costs necessary to provision service, the cost proposal must clearly describe those costs separately from monthly recurring costs and the service provider must be prepared to assist with any USAC review questions concerning those costs. We may request that the undiscounted portion of any upfront, nonrecurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (AKA the Second E-Rate Modernization Order).

#### **TECHNICAL LIMITATIONS:**

The vendor will list any technical limitations of their service which could impede the Library's use of the service. This includes but is not limited to:

- MAC address limits
- BUM (Broadcast, unidentified unicast, multicast) speed limitations

#### **VENDOR SUPPORT REQUIREMENTS:**

##### **Installation**

The Vendor assumes all responsibility for a successful installation of all Vendor equipment. It is the Vendor's responsibility to examine all locations for proposed service and to fully acquaint themselves with the specification and nature of the work required by the Library for this project.

The Vendor will have no claim against the Library based upon ignorance of the nature and requirements of this project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

##### **Start of Service Date**

In the event that the successful Vendor has not provided all equipment, configuration, and services such that the same are not operational and available for uninterrupted use by IndyPL on or before July 1, 2022. Vendor shall be liable to IndyPL each month or partial month thereafter, until such services and equipment are fully operational, for an amount equal to the difference between (a) the monthly service charge which would have been paid by IndyPL to Vendor for such services and equipment, and (b) the monthly service charges which IndyPL pays to any existing or substitute Vendor supplying such services and equipment from July 1, 2022 and after. The amount calculated per the foregoing is herein referred to as the "Performance Damages".

The Performance Damages shall be paid by Vendor by granting to IndyPL a credit against any initial or monthly fees payable by IndyPL under contract; however, in the event IndyPL terminates the contract with the successful Vendor prior to the time at which the total Performance Penalty has been credited against such fees, Vendor shall pay to IndyPL any remaining portion of the Performance Damages.

## **Maintenance Support**

Local customer engineering support must be available for all Vendor hardware and services used by IndyPL in the execution of the contract. The Vendor must supply telephone support 24 hours per day, 7 days per week, 365 days per year. In the event of failure, the Vendor must guarantee the dispatch of the appropriate service technicians to the site within four (4) hours of the reported event at all times. A failure to dispatch the appropriate service technician within 4 hours will be deemed a breach of the Vendor's contract with IndyPL, and IndyPL may choose to terminate the contract without penalty. During an outage, the vendor will provide hourly updates to IMCPL until the problem is resolved.

When a service disruption exceeds six hours, a credit must be applied to IndyPL's bill. If the sum of outages in any contiguous three month period exceeds twenty-four (24) hours, it will be deemed a breach of the Vendor's contract with IndyPL, and IndyPL may choose to terminate the contract without penalty.

As part of the quote submitted, the vendor will specify any automated or manual line monitoring and notification procedures that will be provided.

## **Additional Services**

At the request of IndyPL's Director, Innovation & Technology, the Contractor may be required to provide additional services beyond the regular Services ("Additional Services"). The Contractor shall work with IndyPL's IT Manager, to fully understand the scope of the requested. Additional Services, and provide either a lump-sum or time and materials/not-to-exceed quote for IndyPL review and approval prior to commencement of the Additional Services. Any Additional Services shall require a purchase order properly executed by IndyPL, and any and all changes, revisions or modifications to any work orders or change orders must be previously authorized in writing only by IndyPL's Director, Innovation & Technology.

## **Emergency Services**

In case of an emergency and at the request of IndyPL's Director, Innovation & Technology, the Contractor shall have staff immediately available to assist in the response to an emergency consistent with the responsibilities described in this RFP. The Contractor shall maintain records of the time and material expenses incurred in response to the emergency for review and approval by IndyPL prior to invoicing.

## **Qualified Staff**

All Services shall be performed by qualified Contractor staff. Contractor employee training documentation must be made available to IndyPL upon request.

## **Supervision**

The Contractor shall provide supervision for all work crews and personnel when Services are being provided at the Facilities. The Contractor's supervisory and

management staff shall be available to meet with IndyPL's Director, Innovation & Technology, when requested, to discuss scheduling, requirements, and coordinate any changes in methods or schedules.

### **Single Point of Contact**

The Contractor shall have a designated single point of contact for communication with IndyPL concerning the performance of the Services, requests for additional Services, and coordination of schedules.

### **Communication**

The Contractor's Staff must be able to communicate orally and in writing with IndyPL Staff.

### **Background Checks**

The Contractor shall conduct and maintain annual criminal background checks and drug screen testing on all Contractor's employees and sub-contracted staff. Results of the background checks and drug screens shall be available for review upon request by IndyPL. No employee or sub-contracted staff of the Contractor with a felony conviction shall perform Services at any Facilities.

### **Inspections and Quality Control**

Contractor's management representative shall accompany IndyPL's Director, Innovation & Technology on reasonable, periodic inspections of the Facilities at no additional expense to IndyPL. If any of the Routine, Additional, or Alternative Services are omitted or found to be unacceptable by IndyPL, the Contractor will be advised of such omission or unacceptable work and will make prompt corrections within twenty-four (24) hours.

### **Uniforms and Identification**

Contractor's employees, while on IndyPL premises, shall wear appropriate uniforms and identification furnished by the Contractor. Any of Contractor's employees not having uniforms or valid identification may be required to leave the premises immediately upon request by IndyPL's Director, Innovation & Technology. Under no circumstances shall any person not displaying proper identification accompany Contractor's employees on the premises. Violation of this rule by a Contractor's employees, sub-contractors or agents will result in the automatic removal of that person from the Facility and may result in the cancellation of the Agreement.

### **VENDOR PRICING AND RELATED REQUIREMENTS:**

Vendor proposals must specify and provide initial and recurring (monthly) prices and installation costs for service proposed. All prices and costs for services proposed must be identified, with recurring and nonrecurring (one-time) costs indicated. Pricing and cost itemization to be identified should include, without

limitation, required networking installation, hardware and software, maintenance, system engineering, consultation, and conversion costs. Any other charges exclusive of taxes and Universal Service Fund (USF) fees must be listed. Except as required by subsequently enacted legislation, any one-time or recurring charges not listed in the Vendor's proposal will be borne by the Vendor and will not be invoiced to IndyPL.

All cost proposals must reflect the LCP (Lowest Corresponding Price), GSA pricing, and any available governmental unit discounts including existing State of Indiana QPA pricing. Any proposal referencing an existing State of Indiana QPA must include the QPA Number in the proposal.

Vendor agrees to work with IndyPL to include a provision in the contracts or service agreements specifying whether Vendor invoices will be the total cost of services or only IndyPL's USF non-discount share ("Service Provider Invoice" or SPI). Vendor must state their preference in billing procedures. If IndyPL chooses SPI as the billing method, Vendor agrees to bill IndyPL only the matching portion of IndyPL's projected liability of the invoice less USF discount amounts represented by a favorable Funding Commitment Decision Letter received by both Vendor and IndyPL reflecting the amount that the Universal Service Administrative Company (USAC) has agreed to pay. Vendor must agree to file Form 474 or other forms required by the USAC for the portion of the discounted bill that the USAC has agreed to pay the Vendor. Vendor will supply a copy to IndyPL of any USF forms filed. Any initial or ongoing administrative costs associated with filing or copying USF forms or computing discounts will be borne by Vendor.

IndyPL is tax-exempt and prices quoted shall not include a charge for sales tax. A sales tax exemption certificate will be provided to the Vendor selected.

#### **ELIGIBLE SERVICE PROVIDER IDENTIFICATION:**

Vendor must provide written proof of the Vendor's Service Provider Identification Number (SPIN) signifying it is an eligible Vendor that offers federally supported services and equipment to customers pursuant to the terms of 47 United States Code §214(e). USAC SPIN must be submitted as part of the response to RFP.



## LOCATIONS AND MIN. SPEED

BEN	Library Name	Address	Min. Speed
17019221	Martindale-Brightwood Branch Library	2434 Sherman Drive 46218	1Gb/s
17019222	Eagle Branch Library	3950 Moeller Road 46254	1Gb/s
51404	Spades Park Branch Library	1801 NOWLAND AVE 46201	1Gb/s
51456	College Avenue Branch Library	4180 N COLLEGE AVENUE 46205	1Gb/s
51509	Irvington Branch Library	5427 E WASHINGTON ST 46219	1Gb/s
51532	West Indianapolis Br Library	1216 KAPPES ST 46221	1Gb/s
51547	Haughville Branch Library	3815 W MICHIGAN ST 46222	1Gb/s
51604	Southport Branch Library	2630 E STOP 11 RD 46227	1Gb/s
51647	Nora Branch Library	8625 GUILFORD AVE 46240	1Gb/s
51673	Lawrence Branch Library	7898 HAGUE RD 46256	1Gb/s
130221	Beech Grove Public Library	1102 MAIN ST, BEECH GROVE 46107	1Gb/s
211355	Library Service Center	2450 NORTH MERIDIAN STREET 46208	10Gb/s
211356	The Info Zone	3000 NORTH MERIDIAN STREET 46208	1Gb/s
17015540	Michigan Road Branch Library	6201 MICHIGAN RD 46268	1Gb/s
51416	East Washington Branch Library	2822 E WASHINGTON ST 46201	1Gb/s
51443	Shelby Branch Library (FKA Garfield Park Library)	2502 SHELBY ST 46203	1Gb/s
51488	East 38th. Street Branch Library	5420 E. 38TH. STREET 46218	1Gb/s
51516	Glendale Branch Library	6101 N KEYSTONE AVENUE 46220	1Gb/s
51537	Decatur Branch Library	5301 KENTUCKY AVE 46221	1Gb/s
51613	Warren Branch Library	9701 E 21ST ST 46229	1Gb/s
51618	Wayne Branch Library	198 S GIRLS SCHOOL RD 46231	1Gb/s
51640	Franklin Road Branch Library	5550 S FRANKLIN ROAD 46239	1Gb/s
51701	Pike Branch Library	6525 ZIONSVILLE RD 46268	1Gb/s
211082	Central Library	40 E. ST. CLAIR STREET 46204	10Gb/s
17022815	West Perry	6650 S. HARDING STREET 46217	1Gb/s

### Planned Buildings

BEN	Library Name	Address	Min. Speed
	Glendale Branch Replacement Building	3660 East 62nd Street 46220	1Gb/s
	Ft Benjamin Harrison	9330 East 56th Street 46216	1Gb/s

### VENDOR PROPOSAL SHEET

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

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

City/State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Agent of Vendor (if applicable): \_\_\_\_\_

Email address: \_\_\_\_\_

#### Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposals (RFP) dated 8/16/21, including the addenda listed below, and have visited the Library sites to understand the entire Scope of Services required under the RFP.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Services fully in accordance with the requirements of the RFP.

#### Acknowledgement of Receipt of Addenda:

I/We have received and reviewed the Addenda listed below and have included the provisions thereof in the response to the RFP.

Addenda Received: \_\_\_\_\_

## VENDOR PROPOSAL SHEET

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

**Proposal Certification:**

The Vendor proposes to complete the Services as described in this Proposal for the following expense:

\$ \_\_\_\_\_ Written Amount: \_\_\_\_\_

**Other Expenses, If Any:**

_____	\$ _____
_____	\$ _____
_____	\$ _____

**Attachment B**  
**Request for Proposals**  
**WAN Services**  
**Vendor Proposal Sheet and Non-Collusion Affidavit**

**NON-COLLUSION AFFIDAVIT**

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor has not, nor has any other member, representative, employee or agent of the Vendor, entered into any combination, collusion or agreement with any person relative to the Service fees to be proposed by anyone at such letting, to prevent any person from submitting a proposal, or to induce anyone to refrain from submitting a proposal.

The undersigned further deposes and states that this Proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

The undersigned further deposes and states that no person, firm or entity has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Proposal.

Vendor: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Important – Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

Seal:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

**Proposal Contents Checklist:**

- \_\_\_\_\_ Vendor Introduction and Cover Letter.
- \_\_\_\_\_ Vendor Proposal Sheet and Non-Collusion Affidavit included as **Attachment B**.
- \_\_\_\_\_ Vendor Profile and Experience.
- \_\_\_\_\_ Vendor References.
- \_\_\_\_\_ Vendor Sample Work Plan.
- \_\_\_\_\_ XBE Waiver Application included as **Attachment C**.
- \_\_\_\_\_ Executed E-Verify Affidavit included as **Attachment D**.
- \_\_\_\_\_ Comments on the Terms and Conditions included in **Attachments E and F**.
- \_\_\_\_\_ Vendor Additional Information within the maximum page limit.
- \_\_\_\_\_ One (1) original, three (3) print copies, and one (1) electronic PDF copy.

**Attachment C**  
**Request for Proposals**  
**WAN Services**  
**MBE/WBE/VBE/DOBE Business Utilization Program Summary**



**MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY**

The Indianapolis Public Library is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to Library funded contracts of \$50,000.00 or more.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

- **MBE/WBE/VBE/DOBE Participation Goals:** This component requires project/contract bidders to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified in the city's MBE/WBE/VBE/DOBE program at the minimum percentage stated in the bid invitation. To count towards the MBE/WBE/VBE/DOBE participation goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the project/contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor> or from the Office of Minority & Women Business Development.
- **Outreach/Good Faith Efforts:** The MBE/WBE/VBE/DOBE Participation Goals component. This component requires project/contract bidders to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of this project, the Library will first determine whether a bidder or vendor (hereafter referred to as "bidder") meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor participation. The percentage is clearly stated in the bid invitation or request for proposal (hereafter referred to as "bid invitation"). In the event that a bidder does not meet the stated minimum percentage, a request for program waiver must be submitted with the bid or proposal, using the Application for MBE/WBE/VBE/DOBE Program Waiver Form and the Library will score the bidder's outreach/good faith effort.

**Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the bid invitation and must be completed, signed and submitted in each bid;** failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non- responsive for MBE/WBE/VBE/DOBE review purposes:

1. MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form.
2. Application For MBE/WBE/VBE/DOBE Program Waiver Form, if a bidder does not meet the stated minimum percentage with subcontractors.

**The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.**

1. Letter Of Intent To Perform As A Subcontractor/Supplier Form: (must be completed and submitted to the Library after bid opening and within three (3) business days of bidder's notification of award).
2. Subcontractor and Suppliers List: (must be completed and submitted within three (3) business days of bidder's notification of award).
3. MBE/WBE/VBE/DOBE Subcontractor Substitution Request Form: (must be submitted for advance approval for any proposed change in MBE/WBE/VBE/DOBE subcontractors).
4. Subcontractor/Subconsultant Payment Report: (must be submitted at least monthly with each Contractor invoice for payment).

If you have any questions or need assistance in meeting these requirements, please feel free to contact the stated contact person in the project/contract announcement documents.

IndyPL 2021

**Attachment C**  
**Request for Proposals**  
**WAN Services**  
**MBE/WBE/VBE/DOBE Business Utilization Program Summary**



**APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER**

Pursuant to the IndyPL Instructions To Bidder/Applicant (hereinafter Bidder), this application for a (check each of the following which apply) ☐ MBE ☐ WBE ☐ VBE ☐ DOBE program waiver is hereby submitted for the Project/Contract listed below by Bidder. (Use additional sheets if necessary.)

Date of Application: \_\_\_\_\_ Project/Contract Number: \_\_\_\_\_  
 Project/Contract Name: \_\_\_\_\_ Bidder: \_\_\_\_\_  
 Contact name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

In attempting to meet the project goal Bidder made the following good faith efforts for the purpose of fulfilling that goal **(Check all that apply)**. Minimum score required to establish "good faith" effort is 70 points.

<u>Item:</u>		<u>Weighting</u>	<u>Score</u>
		<b>(For Library Use)</b>	
<b>ONLY)</b>			
<input type="checkbox"/> 1.	<b>Bidder (check one of the following) <input type="checkbox"/> did <input type="checkbox"/> did not attend all pre-bid or pre-solicitation meetings held by the Library to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.</b>	<b>10</b>	_____
<input type="checkbox"/> 2.	<b>Bidder placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used.</b>	<b>10</b>	_____
<input type="checkbox"/> 3.	<b>Bidder provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Bidder's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents.</b>	<b>20</b>	_____
<input type="checkbox"/> 4.	<b>Bidder made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation_____</b>	<b>10</b>	_____
<input type="checkbox"/> 5.	<b>Bidder contacted and/or negotiated with MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/ negotiations.</b>	<b>15</b>	_____
<input type="checkbox"/> 6.	<b>If the bidder rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion.</b>	<b>10</b>	_____
<input type="checkbox"/> 7.	<b>Bidder provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance.</b>	<b>15</b>	_____

**Attachment C**  
**Request for Proposals**  
**WAN Services**  
**MBE/WBE/VBE/DOBE Business Utilization Program Summary**



<input type="checkbox"/>	8. Provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract	10	_____
<input type="checkbox"/>	9. Follow-up to initial solicitations. Provide copy of all e-mails and call logs.	10	_____
<input type="checkbox"/>	10. Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).	15	_____
<input type="checkbox"/>	11. Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by OMWBD for this contract).	10	_____
<b>TOTAL POINTS:</b>			_____

**YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN 3 BUSINESS DAYS OF NOTIFICATION OF AWARD.**

Bidder certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Bidder for the purpose of fulfilling the contract goals. Failure to sign this form may result in the proposal being determined non-responsive.

Bidder's Signature: \_\_\_\_\_

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

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

**Attachment C**  
**Request for Proposals**  
**WAN Services**  
**MBE/WBE/VBE/DOBE Business Utilization Program Summary**



For Library use only.

- ☐ Contract offers no opportunity to utilize subcontractors/suppliers.
- ☐ No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

☐ Not Approved                      ☐ Approved

☐ Approved subject to the following conditions/restrictions: \_\_\_\_\_

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

\_\_\_\_\_  
Diversity, Equity and Inclusion Officer, IndyPL



**Attachment C**  
**Request for Proposals**  
**WAN Services**  
**MBE/WBE/VBE/DOBE Business Utilization Program Summary**  
**MBE/WBE/VBE/DOBE PARTICIPATION GOALS PLAN FOR**  
**CONSTRUCTION, GOODS/SUPPLIES, AND SERVICES**

Submittal Due Date: \_\_\_\_\_ Project/Contract Name: \_\_\_\_\_  
 Bidder: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Bidder Address: \_\_\_\_\_  
 Bidder Phone: \_\_\_\_\_ Bidder E-mail Address: \_\_\_\_\_

Bidder ☐ is ☐ is not a City-certified MBE/WBE/VBE/DOBE and will self-perform \_\_\_\_\_% of the total contract amount.

Does an exclusive contract or agreement exist between the bidder and any subcontractor/supplier listed?

☐ Yes ☐ No If yes, please explain): \_\_\_\_\_

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which bidder has not previously worked (if any): \_\_\_\_\_

If Bidder is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier.

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% of Total Contract Amount

Bidder must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver at the time of submission may result in the disqualification and rejection of the bid/proposal.

**Bidder's Signature:** \_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

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

**Attachment D**  
**Request for Proposals**  
**WAN Services**  
**E-Verify Affidavit**



Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the Indianapolis-Marion County Public IndyPL is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-Verify no longer exists.

1. Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
2. Contractor affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program. Contractor is not required to participate should the E-Verify program cease to exist.
3. Contractor agrees to provide documentation demonstrating that Contractor has enrolled and is participating in the E-Verify program.
4. Library may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified.

I affirm, under the penalties for perjury, that the foregoing representations are true.

(Contractor): \_\_\_\_\_

By (Written Signature):

\_\_\_\_\_

(Printed Name):

\_\_\_\_\_

(Title):

\_\_\_\_\_

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

Seal:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

**Attachment E**  
**Request for Proposals**  
**WAN Services**  
**Schedule of Activities**

RFP Issued	August 16, 2021
Public Notices	August 20, 2021 and August 27, 2021
Pre-Proposal Conference/voluntary	August 30, 2021 TIME: 9AM-10AM LOCATION: 2450 N. MERIDIAN ST., 46206 ROOM: 226
Facilities Site Visit after Pre-Proposal Conference/voluntary	Visit expected to include: Library Service Center, Central Library, and West Perry Branch
RFP Due ("Proposal Submission Deadline")	September 27, 2021 9:00 AM eastern time  Hard copy proposals delivery at: Library Services Center Reception Desk 2450 North Meridian Street Indianapolis, IN 46208  Electronic proposals delivery at: <a href="mailto:purchasingRFP@indypl.org">purchasingRFP@indypl.org</a>
If Needed – IndyPL Submits Questions to and/or Requests Discussions with Vendors Reasonably Susceptible of Being Awarded the Contract	October 4, 2021 2:00 PM eastern time
If Needed – Responses to Questions and/or Discussions with Vendors by IndyPL Selection Committee	October 7, 2021 2:00 PM eastern time
Preliminary Recommendation Presented to IndyPL Board Finance Committee	October 12, 2021 5:30 PM eastern time
Final Recommendation to IndyPL Board of Trustees at their monthly public meeting.	<b>October 25, 2021</b> Library Services Center 2450 North Meridian Street Indianapolis, IN 46208
Notification of Intent to Enter Into an Agreement	October 29, 2021
Target date of agreement executed	November 8, 2021
Service completed and billing begins	July 1, 2022

**Attachment F**  
**Request for Proposals**  
**WAN Services**  
**Terms and Conditions Governing the Agreement**

IndyPL operates as a Municipal Corporation within the City of Indianapolis and Marion County. In addition to the requirements included in Article II of the RFP, a Contractor entering into a contract with IndyPL shall agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, their Proposal shall clearly state the reason for any such non-compliance. Vendor shall submit a copy of its applicable standard contract forms along with any proposed attachments as part of the submission package. The submission of a Proposal shall further constitute the consent of the Vendor that it shall not insist on the use of standard contract agreements, documents or forms, and that it waives any demand for the use of its standard agreements. The Agreement will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. The

1. Compliance with Laws. In performing the Services, the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.
2. Continuation during Disputes. The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
3. Organization Employment Disclaimer. Any Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Contractor will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

The Contractor shall have the sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by the Contractor in the performance of the Services and shall indemnify and hold IndyPL harmless with respect thereto.

4. Method of Payment. Contractor will be paid in accordance with payment procedures as stipulated in the Agreement. The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. Reports and invoices submitted shall contain the purchase order number under which the Agreement is awarded. Contractor shall submit payments/invoices/reports to the addressee designated in

**Attachment F**  
**Request for Proposals**  
**WAN Services**  
**Terms and Conditions Governing the Agreement**

the Agreement. The Contractor shall, at a minimum, submit monthly invoices, for each payment requested, such statement to also include a detailed breakdown of all charges. All approved invoices will be paid within 30 days by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. We require that the selected vendor be willing to utilize the E-Rate SPI form of invoicing (discounted invoices).

5. Interest. If for some reason IndyPL is delayed in making prompt and timely payments for approved invoices per the Agreement, the maximum the Contractor may be entitled to accrue interest on the outstanding amount is a rate of one percent (1%) per month for each full calendar month.
6. Material Mark-up Expense. Contractor shall not be permitted to add a material mark-up expense or fee for additional equipment and/or materials secured and provided as part of the Services.
7. Pre-Payment for Equipment or Services. Unless authorized by a Resolution of the IndyPL Board of Trustees, IndyPL is not permitted to pay for any materials or services not yet on site or provided, nor is the Contractor permitted to invoice for materials or services not yet on site or provided.
8. Changes. Any and all changes, revisions or modifications to the Services must be previously authorized in writing by the IndyPL Designated Representative. IndyPL shall not be required to pay for any Services component provided under a change order that is not approved by IndyPL. Upon request, the Contractor shall provide documentation of time and material spent on each change order.
9. Insurance. Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL, which policies shall protect against any loss or claim arising from or relating to the Agreement, Contractor's Service and activities, or presence at IndyPL facilities, and any act or omission of Contractor or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by Contractor pursuant to the Agreement:
  - a. Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have

**Attachment F**  
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exclusions for any of Contractor's activities at the facilities. Any deductible shall be at Contractor's expense.

- b. Business automobile coverage, including coverage for owned, leased, and hired vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00.)
- c. Workers' Compensation insurance, affording coverage in excess of the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in excess of the applicable state laws but no less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee and Two Million Dollars (\$2,000,000.00) policy limit.
- d. Property Insurance coverage for all materials, equipment, and other items owned, borrowed, or leased by Contractor shall be Contractor's responsibility. IndyPL shall not be responsible for such materials, equipment, and other items owned, borrowed, or leased by Contractor.
- e. Umbrella Liability insurance at not less than Five Million Dollars (\$5,000,000) limit for each occurrence providing for excess coverage over the limits and coverage prescribed above in sections (a), (b), (c) and (d) above, which such policy shall be written on an occurrence basis.
- f. All insurance policies addressed in Sections 6. (a), (b), and (e) above shall be endorsed to name the following as additional insured's:  
  
Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.
- g. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
- h. Contractor shall deliver to IndyPL, prior to commencement of the Services under an Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled,

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IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to IndyPL facilities.

- i. These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

10. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all work properly performed prior to termination. If the Services are suspended and the Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.

11. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Vendor Proposal. The Contractor shall be responsible for the performance of the Services under the Agreement whether or not subcontractors are used. In contractor/ subcontractor arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Services as delineated in the Agreement. IndyPL will only enter into an Agreement with the prime contractor. If a Subcontractor of Contractor fails to perform in a reasonable manner IndyPL may require Contractor to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by Contractor.

At the request of IndyPL, Contractor shall promptly remove from IndyPL premises any employee of Contractor who, in the sole opinion of IndyPL, has been negligent, wasteful, dishonest or otherwise unsatisfactory in performing their duties.

12. State Sales Tax. IndyPL, as a Municipal Corporation, is Indiana State Sales tax-exempt. IndyPL will provide the tax-exempt certificate and supporting documentation following issuance of a Notice of Intent to Award a Contract.

13. Non-appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate the Agreement without penalty by giving written notice documenting the lack of funding.

14. Audit of Contract Records. The Contractor shall keep all resulting contract records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request

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for a period of 3 years after the end of the Agreement term and completion of the Services.