



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY (IndyPL)

REQUEST FOR PROPOSALS

Basic Internet Access

Date of Issuance: August 3, 2020
Registration Date for Vendors: August 20, 2020
RFP Submittal Deadline: September 21, 2020

IndyPL Contact: Debra Moos Champ, Director of Technology
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, IN 46208

E-mail: dchamp@indypl.org

Web Site: <http://www.indypl.org>

I. INTRODUCTION

The Indianapolis-Marion County Public Library (IndyPL) is requesting proposals from qualified Vendors to provide basic internet service at its Library Service Center and Central Library locations. The services described in this Request for Proposal (RFP) are to begin on **July 1, 2021**. The library will entertain proposals with a term of up to 36 months in length.

IndyPL participates in the Universal Services Funding (USF) program. This RFP covers services beginning **Plan Year 24 (FY21): July 2021 – June 2022** and beyond. Refer to USAC form 470 #210000058.

This RFP describes the technical specifications for the services to be performed and contains an overview of the terms under which services are to be provided.

It is IndyPL's intention to contract with two different vendors for internet services, one for each location. IndyPL reserves the right to split the contract among Vendors, to award only part of the services specified in this RFP, to use additional Vendors, or to reject all proposals. IndyPL may negotiate different terms and conditions with any Vendor after opening all of the proposals.

All times referenced are Eastern Daylight Time.

II. ATTACHMENTS

Attachment A – RFP Timetable

Attachment B – Insurance Requirements

Attachment C – E-Verify Affidavit

Attachment D – Non-Collusion Affidavit

IndyPL reserves the right to make changes to the RFP Timetable and will provide proper notification to all registered vendors at the time any changes occur.

III. QUESTIONS AND CLARIFICATIONS

Questions and clarification inquiries about this RFP must be received on or before **4:00pm, Friday, August 21, 2020**, and should be directed in writing to:

Debra Moos Champ
Director of Technology
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208
dchamp@indypl.org
Telephone: (317) 275-4910 Fax: (317) 269-5263

Upon receipt of this RFP, all Vendors considering submission of a proposal and desiring to be included in this RFP process should submit the name, company, address, phone number, fax number and e-mail address of a person who shall be the single point of contact and who is authorized to act on behalf of the Vendor. This submission shall be forwarded no later than **5:00pm on Thursday, August 20, 2020** to Debra Moos Champ at the address, email or fax number listed above.

A complete listing of all Vendor questions along with IndyPL responses will be provided to each registered Vendor.

IV. SUBMISSION OF PROPOSALS

Vendors must submit two (2) copies of their proposals and one (1) electronic copy. Proposals must be received by IndyPL no later **than 3:00 PM on Monday, September 21, 2020** at the address listed above. No late proposals will be accepted.

IndyPL reserves the right to request additional information and in-person interviews with Vendors who submit complete proposals. IndyPL may choose to have discussions with Vendors to clarify proposals. IndyPL may, at its sole discretion, share such discussions with other Vendors.

As part of its submission, Vendors shall submit separate quotes covering Internet at one or both locations (priced separately)

All materials submitted in response to this RFP become the property of IndyPL upon delivery and shall be appended to any formal documentation, which will 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.

This RFP does not commit IndyPL to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to otherwise contract for any services. IndyPL reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified sources, to waive any defects or informalities in a proposal, 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. The lowest fee proposal shall not necessarily be selected. Any Vendor objecting to the rejection of a proposal, or portion thereof, must submit a written protest to IndyPL stating the reasons for the protest within (5) calendar days from the date of the IndyPL's notification letter.

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 RFP Submittal Deadline (as set forth in **Attachment A – RFP Timetable**) will constitute a waiver of claim of ambiguity, inconsistency or error.

IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL concerning the proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with IndyPL as having received the Request for Proposal, or to any other Vendor who requests an addendum.

The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of IndyPL and will not be returned after the RFP Submittal Deadline. A proposal may not be modified, withdrawn or cancelled by a Vendor for one hundred eighty (180) days following the RFP Submittal Deadline and each Vendor so agrees in submitting the proposal. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the RFP Submittal Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor or may be submitted to IndyPL by facsimile or email transmission. If by facsimile or email transmission, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the RFP Submittal Deadline. Withdrawn proposals may be resubmitted up to the RFP Submittal Deadline, provided that they are then fully in conformance with the terms and conditions of this RFP.

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.

V. TECHNICAL SPECIFICATIONS

The library is seeking proposals for separate Internet services at both the Library Services Center (2450 N. Meridian Street, Indianapolis, Indiana 46208) and our Central Library location (40 East St. Clair Street, Indianapolis, Indiana 46204). It is IndyPL's intention to contract with two different vendors, one for each location.

The scope of this RFP does not include wide area network (WAN) site to site communications services.

The requested services will include but are not necessarily limited to the following specifications and conditions. To the extent a Vendor takes exception to any specification or condition of service below listed, Vendor shall specifically identify the exception in its proposal.

A. Internet Connections

Provide two internet connections: one connection will terminate at the Library's administration building, known as the Library Services Center, with at least 1 Gb/s in both directions (symmetric); the other at the Central Library with at least 500 Mb/s in

both directions (symmetric). Each location with an internet connection will have a static contiguous /24 public address space assigned to it.

The IP addresses assigned will not have been part of bogon space for at least five years. The IP addresses assigned will not be currently listed on any major spam blacklist, including but not limited to SPAMHaus, ORDB, SPEWS, SPAMCop, OSIRUSoft, DSBL, BarracudaCentral, APEWS, ABUSEAT, SORBS.

In the event Vendor needs to change the provided IP addresses during the term of the contract, ninety (90) days' notice will be given before the change is implemented. Old IP addresses will be functional for a minimum of 120 days after notice is given. Address changes that are required more than one (1) time per contract term are not permitted, will be deemed a breach of Vendor's contract with IndyPL, and in such event IndyPL may choose to terminate the contract without penalty. Vendor will forward in-arpa DNS requests (reverse DNS) to IndyPL for any address in the ranges provided.

Vendor will not introduce any software or hardware between IndyPL and the internet that attempts to reduce bandwidth by caching data without prior written approval by IndyPL.

Vendor will not filter or block any address, port, protocol or content between IndyPL and the internet in either direction without prior written approval by IndyPL.

Vendor will provide pricing for increasing the internet connection speed independently at each location in increments of 500 Mb/s up to 10 Gb/s additional bandwidth during the term of the contract.

As part of the supplied proposal, Vendor will provide a diagram depicting the proposed connection to IndyPL and the connections and peering arrangements to the internet backbone and tier 1 Internet service providers from Vendor's local facility. The diagram must show the speed of all links depicted.

B. Equipment Requirements

Vendor must state all additional equipment that IndyPL is required to purchase to implement the Vendor's solution. The equipment must be identified and described in the proposal along with complete cost for purchase, set-up, installation, and maintenance.

C. Necessary Ancillary Equipment and Software

Unless specifically exempted by the terms of this RFP, all parts, software, or accessories (i.e. cables, connectors, etc.) ordinarily furnished or required to make the proposed equipment a complete operating unit shall be furnished by the Vendor, at no additional cost to IndyPL beyond those outlined in the response to this RFP. These items must be identified and described along with an associated cost in the proposal.

D. Service Termination

Vendor will provide and install all necessary equipment at or near the location of the library's existing Cisco routers and provide any cabling, connections, and/or power extensions to make the connection to the IndyPL equipment, regardless of the location of the demarc. Any costs for reviewing the current installation or terminating the line next to the current location of the router will be borne by Vendor. Vendor will be responsible for maintaining the connection up to the library's router, regardless of the location of the traditional demarc.

VI. VENDOR SUPPORT REQUIREMENTS

IndyPL is seeking the following support requirements and conditions. To the extent a Vendor takes exception to any specification or condition of service below listed, Vendor shall specifically identify the exception in its proposal.

A. Installation

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

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

B. Start of Service Date

In the event 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, 2021** ("In-Service Date"), Vendor shall be liable to IndyPL for each month or partial month thereafter, until such services and equipment are fully operational. Vendor shall stipulate that the complete installation and operation of equipment and service by the In-Service Date is material to the contract, and gravely affects the effective and successful conduct of the business, operations and goodwill of IndyPL, and that any breach, violation or evasion of the terms or intent of this provision is a material breach of the Agreement.

In addition to any other rights and remedies which IndyPL may have, upon a breach of this requirement Vendor shall pay IndyPL as liquidated damages twenty-five hundred dollars (\$2,500) for each month or partial month beyond the In-Service Date in which all services are not completely installed and operational ("In-Service Damages"). Vendor agrees that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by IndyPL due to any such breach.

Any accumulated In-Service Damages shall be paid by Vendor by granting to IndyPL a credit against any initial or monthly fees payable by IndyPL under the contract; however, in the event IndyPL terminates the contract with the successful Vendor prior to the time at which the total accumulated In-Service Damages have been credited against such fees, Vendor shall pay to IndyPL any remaining portion of the In Service Damages to IndyPL within thirty (30) days of the termination of the contract.

C. Maintenance Support

Local customer engineering support must be available for all Vendor hardware and services used by IndyPL. The Vendor must supply telephone support 24 hours per day, 7 days per week, and 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 IndyPL until the problem is resolved.

When a service disruption exceeds eight 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.

VII. GENERAL SPECIFICATIONS AND CONTRACT REQUIREMENTS

1. The services to be furnished by the Vendor may be revised at any time by mutual agreement and written execution of an amendment to the service agreement.
2. 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.

3. Vendor will provide pricing for increasing the internet connection speed independently at each location in increments of 500 Mb/s up to 10 Gb/s during the term of the contract.
4. We will consider multi-year contracts with or without voluntary extensions. 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.
5. 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.
6. 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.
7. 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.
8. IndyPL shall have the right to cancel the contract for services without penalty any time before or during the contract term in the event of non-appropriation of Universal Service funds.
9. Vendor must provide IndyPL with a monthly detailed bill for services as outlined by the contract awarded to the successful Vendor. IndyPL participates in the Universal Service Funding Program and must be able to distinguish eligible and non-eligible services through the monthly billing statement.
10. The apparent successful Vendors will be expected to enter into an agreement with IndyPL which includes the terms and conditions substantially as listed in this RFP. Vendors need to address the specific language in the RFP and submit whatever exceptions or modifications that they are proposing. **Exceptions or**

modifications to the specifications or conditions set forth in this RFP should be clearly stated in the RFP proposal.

11. 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 constitute the agreement of each 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 language of the services agreement to be executed will be drafted under the supervision of IndyPL's attorney.
12. Vendor shall comply with, abide by and observe the all statutes, laws, ordinances, rules, regulations, orders and standards of federal, state and local governments having authority or jurisdiction over the services or performance of the services, or any lawful orders pertaining in any way to the services.
13. Any resulting services agreement between IndyPL and Vendor shall require the Vendor to secure, pay for and maintain the insurance policies and coverages, and shall include the insurance requirements, set forth in **Attachment B – Insurance Requirements**.
14. IndyPL reserves the right, in its sole discretion, 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. Any Vendor submitting a proposal herein waives any right to object at any future time, before any body or agency, including but not limited to the IndyPL Board, 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 in its sole discretion.
15. Any Vendor submitting a proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing the tasks and delivering the services designated to be supplied. No limitation or exception to this warranty provision will be acceptable to IndyPL. Provided, however, it is understood that the Vendor shall not be responsible for any problems in performance caused by improper acts or omissions by IndyPL.
16. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the services 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 services agreement without liability or penalty or at its discretion to deduct from fees or payments due the Vendor the commission, percentage brokerage or contingent fee.
17. IndyPL may immediately terminate the right of the Vendor to proceed under a resulting services agreement, if it is found that gratuities in the form of

entertainment, gifts or otherwise 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 services agreement.

18. IndyPL is committed to providing an equal opportunity for participation of Minority, Women, or Veteran Owned Business ("XBE") firms in all IndyPL business. 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.

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.

19. Any selected Vendor in performing services under an agreement resulting from this RFP shall not discriminate against any worker, employee or applicant or any member of the public because of race, religion, color, age, gender, creed, disability, national origin, ancestry, military service veteran status, sexual orientation or gender identity, nor otherwise commit an unfair employment practice. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, religion, color, age, gender, creed, disability, national origin, ancestry, military service veteran status, sexual orientation or gender identity.

20. The selected Vendor must agree to enroll in and participate in the E-Verify Program as required by the Indiana Code 22-5-1.7-11 during the hiring process for all employees hired after the date of the service agreement. The selected Vendor must agree to require its subcontractors who may perform work under the service agreement to certify to the Vendor 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 selected Vendor must agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. IndyPL may terminate a resulting service agreement for default if the selected Vendor 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 entering into a service agreement, the selected Vendor must execute the E-Verify Affidavit which shall be an exhibit to the service agreement. Such affidavit shall be in the form attached to this RFP as **Attachment C – E-Verify Affidavit**.

21. Any services agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, partnership, formal business organization or similar arrangement or relationship of any kind between

the parties, and the rights and obligations of the parties shall be only those expressly set forth in the services agreement. The Vendor will agree that no persons supplied by it in the performance of a resulting services agreement are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

22. The Vendor 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 such Vendor in the performance of the services agreement and shall indemnify and hold IndyPL harmless with respect thereto.
23. The selected Vendor shall provide documentation to IndyPL evidencing all necessary licenses to practice its business prior to the awarding of the services agreement.
24. It shall be a condition to the agreement that any out-of-state Vendor that may be selected to provide the Services shall be duly registered and qualified to do business within the State of Indiana.
25. The selected Vendor must keep all resulting contract records separate and make them available for audit by IndyPL, personnel responsible for administration of E-Rate funding or the Indiana State Board of Accounts personnel during the term of the agreement and upon request for a period of 10 years after the end of the agreement term and completion of the services.
26. News releases pertaining to this RFP or the requested services shall not be made without written prior approval of IndyPL.

VIII. GENERAL INFORMATION TO BE INCLUDED IN THE REQUEST FOR PROPOSAL

- A. Introduction and cover letter (approximately one page)
 - Vendor name, address, telephone, and fax
 - Contact person for Vendor's response
 - Signature of contact person (this signature will serve as verification that Vendor is a legal entity, Vendor does not discriminate, that the contact person is authorized to act on Vendor's behalf, and that **the proposal shall remain valid for at least one hundred-eighty (180) days unless otherwise extended by the Parties**).
- B. Company Profile (approximately two pages) – This section shall include information relating to the business organization of Vendor and any third party, which would be partnering with Vendor on this project ("Third Party"). The full name and address of each potential key team member should be provided, and indication given whether each operates as an individual, partnership, or corporation.

- C. Company Experience (approximately one page) – This section shall contain a general overview of Vendor's experience providing these types of services.
- D. Company References (approximately one page) – This section shall include contact information for three local clients for whom Vendor has performed similar types of services that typify the qualifications of Vendor. This information shall include the company names of the clients, the contact persons, telephone numbers and the addresses of the companies. One of the three references should be a past client that is no longer using the Vendor. Provide a brief description of the work performed on each project. IndyPL may, at its option, contact other known Vendor customers for references.
- E. Response to General and Technical Specifications – This section should indicate whether Vendor meets the specifications and, if not, what comparable services Vendor offers or whether Vendor would have to sub-contract with other Vendors (Subcontractors) for the services. This section should also indicate whether Vendor accepts the general contract requirements with any exceptions thereto noted.
- F. The Vendor must specify any automated or manual line monitoring and notification procedures that will be provided.
- G. A description of services to be provided with detailed information regarding any required construction, including a timeline for completion of every phase of work necessary to demonstrate service delivery by July 1, 2021. Vendor shall stipulate that the complete installation and operation of equipment and service by the In-Service Date is material to the contract.
- H. Vendor will provide a diagram depicting the proposed connection to IndyPL and the connections and peering arrangements to the internet backbone and tier 1 Internet service providers from Vendor's local facility. The diagram must show the speed of all links depicted.
- I. Vendor shall submit a copy of its applicable contract forms along with any proposed attachments, including proposed addenda to include or incorporate the contract requirements of this RFP.
- J. Vendor must submit proof in writing as part of their response that they are an eligible telecommunications vendor that offers federally supported services to customers pursuant to the terms of 47 United States Code §214(e) (Universal Service Fund).
- K. E-Verify Affidavit (see the attached **Attachment C**).
- L. Non-Collusion Affidavit (see the attached **Attachment D**).

Vendors may include any other information that they believe will assist them in making their proposals.

IX. EVALUATION CRITERIA

IndyPL will evaluate the proposals based on the criteria listed below. IndyPL will not award the services agreement based solely on the lowest cost proposal. Although cost will be the most significant consideration, IndyPL will also consider the following criteria:

- A. Ability of the Vendor to meet the specifications set forth by this document.
- B. The proven ability, prior performance history of Vendor, demonstrated expertise, and ability to perform in all areas of the requested services.
- C. The quality, reliability, support, and timeliness of the Vendor's performance on previous contracts or orders with the Library, if any.
- D. The cost to implement the proposal. This will include any installation costs and monthly service fees, as well as the ability of IndyPL to use existing telecommunications equipment already installed.
- E. Financial viability and reputation of Vendor.
- F. Ease of implementation of services.
- G. The proven ability of the Vendor to efficiently administer the contract with regard to billing, maintenance requests, customer communications.
- H. Proof that the Vendor is an eligible telecommunications supplier that offers federally supported services to customers pursuant to the terms of 47 United States Code §214(e) (Universal Service Fund).
- I. Adequacy of the response to the general and specific requirements of the RFP.
- J. Any other criteria deemed relevant by IndyPL.

X. AWARD

The successful Vendors must be ready to proceed with contract execution upon Notification of Vendor Selection, which will be on or about **November 24, 2020**.

ATTACHMENT A

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
REQUEST FOR PROPOSALS

Basic Internet Service

RFP TIMETABLE

Release RFP to Vendors:	Monday, August 3, 2020
Public Notices Issued:	Monday, August 10, 2020 and Monday, August 17, 2020
Registration Date for Vendors:	Thursday, August 20, 2020, at 5:00pm
Questions and clarification inquiries about this RFP due on or before:	Friday, August 21, 2020 at 4:00pm
IndyPL Posts Question to Website:	Monday, August 24, 2020, at 4:00pm
RFP Submittal Deadline:	Monday, September 21, 2020, 3:00pm
Preliminary Recommendation Presented to IndyPL Joint Board Finance Committee:	November 10, 2020 at 5:00pm [see note]
Final Recommendation Presented to IndyPL Board of Trustees at their monthly public meeting :	Monday, November 23, 2020, at 6:30pm [see note]
Notification of Intent to Enter Into an Agreement:	Tuesday, November 24, 2020
Begin Contract Negotiation:	Tuesday, November 24, 2020
Signed Contract Completed:	No later than February 1, 2021
New Contract Service Begins:	July 1, 2021

Note: See www.indypl.org/about-the-library/board-meeting-times-committees for location details.

ATTACHMENT B

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY REQUEST FOR PROPOSALS

Basic Internet Service

INSURANCE REQUIREMENTS

Any resulting services agreement shall provide that Vendor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of the agreement, which policies shall protect against any loss or claim arising from or relating to the agreement, Vendor's activities or presence at the IndyPL facilities, and any act or omission of Vendor 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 Vendor pursuant to the Agreement:

(1) 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 exclusions for any of Vendor's activities at the Facilities. Any deductible shall be at Vendor's expense;

(2) 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);

(3) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Vendor's employees, and Employer's Liability coverage in accordance with the applicable state laws but no less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;

(4) Property Insurance coverage for all tools, materials, Equipment and other items owned, borrowed or leased by Vendor shall be Vendor's responsibility. IndyPL shall not be responsible for such tools, materials, equipment and other items owned, borrowed or leased by Vendor. IndyPL shall not be responsible for equipment and materials to be installed at the facilities by Vendor until such time that the equipment or materials are installed by the Vendor and approved by IndyPL.

(5) 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 coverages prescribed above in Paragraphs (1), (2) (3) and (4) above, which such policy shall be written on an occurrence basis; and

All insurance policies addressed in Paragraphs (1), (2) and (5) above shall be endorsed to name the following as additional insureds:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, agents, contractors, licensees, and successors.

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.

Vendor shall deliver to IndyPL, prior to commencement of Services under the 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, IndyPL shall have the right to terminate the Agreement immediately and/or deny Vendor access to the IndyPL facilities.

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

ATTACHMENT C

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
REQUEST FOR PROPOSALS

Basic Internet Service

E-VERIFY AFFIDAVIT

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.

Vendor: _____

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 _____
_____ 2020.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

ATTACHMENT D

INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY
REQUEST FOR PROPOSALS

Basic Internet Service

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Vendor, being duly sworn on oath, says that Vendor has not, nor has any other member, representative, or agent of the firm, company or corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from proposing, and 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.

Further, the undersigned qualified provider or agent says that no person or persons, firm, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal.

(Vendor): _____

By (Written Signature) _____

(Printed Name: _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

SS: _____

COUNTY OF _____

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

My commission expires: _____ (Signed) _____

Residing in _____ County, State _____