REQUEST FOR PROPOSALS:
WAN & INTERNET ACCESS

1 INTRODUCTION

1.1 Objective

The Capital Area District Library (hereinafter referred to as CADL) requests proposals from qualified Telecommunications and Internet Service Providers that can provide CADL with wide area network (WAN) services and broadband Internet Access at 13 library facilities in Ingham County, Michigan.

- Bidders must be qualified service providers in good standing under the federal E-rate Program, provide their SPIN number as part of their response, offer discounted billing per the E-rate guidelines, and otherwise participate in, be knowledgeable about, and support CADL’s application for E-rate funding support for Category One services.
- The successful vendor’s Telecommunication and/or Internet service will meet or exceed the specifications detailed below.
- The successful vendor for WAN services will provide connections at all 13 locations and provide a single point of contact for service and support of the WAN.
- Broadband Internet access will be provided through the head end of our WAN. Both transport and bandwidth are sought.
- Vendors are invited to bid on either the WAN or Internet access or both.
- The successful vendor will provide and maintain routing equipment on each library’s premises as part of end-to-end service in compliance with E-rate Program guidelines.
- Multi-year contracts of 3 or 5 years with voluntary extensions will be considered. In a multi-year contract, we are looking for value, flexibility to add or subtract capacity at set rates, and the ability to take advantage of lower pricing should it become available.

This bid is published in conjunction with the Universal Services Administrative Corporation E-rate Form 470 schedule.

1.2 Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 24, 2024</td>
<td>Release of RFP to Vendors and filing of Form 470</td>
</tr>
<tr>
<td>February 7, 2024</td>
<td>Deadline to Register Intention to Bid and Submit Questions</td>
</tr>
<tr>
<td>February 9, 2024</td>
<td>Deadline for CADL to respond to Questions</td>
</tr>
<tr>
<td>February 23, 2024</td>
<td>Proposals must be received by 5:00 PM Eastern Time</td>
</tr>
<tr>
<td>March 20, 2024</td>
<td>Board Approval and Contract award</td>
</tr>
<tr>
<td>July 1, 2024 – June 30, 2025</td>
<td>Contract Year 1 (Provision of service must begin on or after July 1, 2024. Installation in compliance with E-rate rules can begin before that.)</td>
</tr>
</tbody>
</table>
1.3 CADL Contact & Questions

Address all questions to Sheryl Cormicle Knox, Technology Director at knoxs@cadl.org. Intention to Bid and Questions must be submitted in writing by February 7, 2024 at 5:00 PM Eastern Time. All questions and answers will be posted for all potential bidders to review on or before February 9, 2024 at 5:00 PM Eastern Time.

2 PRODUCT SPECIFICATIONS

2.1 Introduction

CADL is seeking to lease a lit fiber WAN connecting all CADL branches throughout Ingham County, as well as 1 Gbps of Internet bandwidth to be delivered via the head end of the WAN (401 S. Capitol Ave., Lansing, MI).

2.2 WAN

2.2.1 Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Zip Code</th>
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</thead>
<tbody>
<tr>
<td>Downtown Lansing/Admin</td>
<td>401 S. Capitol Ave., Lansing, MI 48933</td>
<td></td>
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<tr>
<td>Head End and Data Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aurelius</td>
<td>1939 S. Aurelius Rd, Mason, MI 48854</td>
<td></td>
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<tr>
<td>Dansville</td>
<td>1379 E. Mason St., Dansville, MI 48819</td>
<td></td>
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<tr>
<td>Foster</td>
<td>200 N. Foster Ave., Lansing, MI 48912</td>
<td></td>
</tr>
<tr>
<td>Haslett</td>
<td>5670 School St., Haslett, MI 48840</td>
<td></td>
</tr>
<tr>
<td>Holt-Delhi</td>
<td>2078 Aurelius Rd., Holt, MI 48842</td>
<td></td>
</tr>
<tr>
<td>Leslie</td>
<td>201 Pennsylvania St., Leslie, MI 49251</td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td>145 W. Ash St., Mason, MI 48854</td>
<td></td>
</tr>
<tr>
<td>Okemos</td>
<td>4321 Okemos Rd., Okemos, MI 48864</td>
<td></td>
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<tr>
<td>South Lansing</td>
<td>3500 S. Cedar St., Lansing, MI 48910</td>
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<tr>
<td>Stockbridge</td>
<td>200 Wood St., Stockbridge, MI 49285</td>
<td></td>
</tr>
<tr>
<td>Webberville</td>
<td>115 S. Main St., Webberville, MI 48892</td>
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<tr>
<td>Williamston</td>
<td>3845 Vanneter Rd., Williamston, MI 48895</td>
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</tbody>
</table>

2.2.2 Specifications

A. The successful vendor for WAN services will provide connections at all 13 locations and provide a single point of contact for service and support of the WAN.
B. Each location requires a 1 Gbps WAN connection provided via fiber.
C. Connections back to the Downtown Lansing head end require a minimum of 4Gbps aggregate, with an option for 10Gbps physical connection.
D. Handoff at each location must consist of 2 copper ethernet RJ45 ports in proximity to the CADL on-premise network equipment.
E. Each location requires 5 VLANs or the ability to tag our own VLANs on the provided connections.
F. The vendor will provide and maintain routing equipment on each library's premises as part of end-to-end service in compliance with E-rate Program guidelines. The proposal should include the make and model numbers of all proposed equipment.
G. The vendor will provide maintenance for on-premise equipment that includes upgrading and patching software and firmware to maintain the integrity and security of the network connection, same or next day repair or replacement in the case of hardware failure, and the ability to remotely diagnose and configure the equipment. The proposal should include all terms and costs for these activities.

H. The vendor will provide one point of contact for the service and support of all 13 network connections and on-site equipment. That contact will be available to diagnose hardware, software, or circuit problems, and begin steps toward resolution during at least the following hours — Monday through Friday 7:00 am – 8:00 pm EST; Saturday 9:30 am – 7:00 pm EST; Sunday 11:30 am – 6:00 pm EST. The proposal should include a complete description of service level agreements and support procedures, including escalation procedures.

I. Vendor must be qualified to deliver Category 1 services in the E-rate Program and commit to participating in the E-rate Program for the life of the proposed contract. Vendor must be responsive to requests for information relevant to E-rate applications, review and invoicing. The proposal should contain the provider’s SPIN and description of experience with the E-rate program.

J. Vendor will provide real-time, self-serve, web-based connection monitoring and bandwidth utilization. The proposal should include a description of available functionality and clearly indicate what is included in the quoted pricing and what is available for additional cost.

K. Vendor will provide a single project manager to coordinate installation of services at any or all locations. Service should begin as close to, but not before, July 1, 2024 as possible. Installation should be scheduled ahead of that compatible with E-rate guidelines. To the extent possible, installation procedures must avoid interruption of Internet access during the hours each library is open to the public. Hours for each library are posted on our web site (www.cadl.org). The proposal should include proposed timelines for provisioning each connection.

L. Vendor will provide a diagram of the proposed logical network design and a map of the proposed physical routes. The proposal should indicate interconnection points in the vendors network which affect our locations and describe measures that maximize the resiliency of each connection.

2.3 Internet Access

2.3.1 Location

Downtown Lansing/Admin 401 S. Capitol Ave., Lansing, MI 48933
Head End and Data Center

2.3.2 Specifications

A. The successful vendor for Internet access services will deliver 1 Gbps of Internet access bandwidth to the head end of the CADL WAN, with the capability to expand to 2 to 5 Gbps.

B. Handoff must consist of a copper ethernet RJ45 port in proximity to the CADL on-premise network equipment.

C. The vendor will provide a minimum of 16 publicly routable IP addresses for Internet facing services.

D. The vendor will provide and maintain routing equipment on the library premises as part of end-to-end service in compliance with E-rate Program guidelines. The proposal should include the make and model numbers of all proposed equipment.

E. The vendor will provide maintenance for on-premise equipment that includes upgrading and patching software and firmware to maintain the integrity and security of the network connection, same or next day repair or replacement in the case of hardware failure, and
the ability to remotely diagnose and configure the equipment. The proposal should include all terms and costs for these activities.

F. The vendor will provide one point of contact for the service and support of the network connection and on-site equipment. That contact will be available to diagnose hardware, software, or circuit problems, and begin steps toward resolution during at least the following hours — Monday through Friday 7:00 am – 8:00 pm EST; Saturday 9:30 am – 7:00 pm EST; Sunday 11:30 am – 6:00 pm EST. The proposal should include a complete description of service level agreements and support procedures, including escalation procedures.

G. Vendor must be qualified to deliver Category 1 services in the E-rate Program and commit to participating in the E-rate Program for the life of the proposed contract. Vendor must be responsive to requests for information relevant to E-rate applications, review and invoicing. The proposal should contain the provider's SPIN and description of experience with the E-rate program.

H. Vendor will provide real-time, self-serve, web-based connection monitoring and bandwidth utilization. The proposal should include a description of available functionality and clearly indicate what is included in the quoted pricing and what is available for additional cost.

I. Vendor will provide a single project manager to coordinate installation of service. Service should begin as close to, but not before, July 1, 2024 as possible. Installation should be scheduled ahead of that compatible with E-rate guidelines. To the extent possible, installation procedures must avoid interruption of Internet access during the hours each library is open to the public. Hours for each library are posted on our web site (www.cadl.org). The proposal should include a proposed timeline for provisioning the connection.

J. Vendor will provide a diagram of the proposed logical network design and a map of the proposed physical route. The proposal should describe the provider’s upstream capacity and resiliency.

3 DELIVERY, PRICING, SUBMISSION & TAX EXEMPTION

3.1 Intention to Bid and Questions

All potential bidders are requested to register their intention to submit a proposal and submit any questions or requests for further information in writing by 5:00 p.m. Wednesday, February 7, 2024. All questions and responses will be made available to all registered bidders by Friday, February 9, 2024. Phone calls and in person meetings prior to submission of a proposal will not be offered or accepted. CADL may elect to interview or question bidders on their proposals after the submission deadline as part of the evaluation process.

Please register your intention to bid and submit questions to Sheryl Cormicle Knox, CADL Technology Director, via email at knoxs@cadl.org.

3.2 Cover letter

A cover letter with the following information is required:

- The company name, address and telephone and fax numbers of the corporate headquarters and local office, if applicable, of the firm submitting the proposal.
- A brief profile of your firm, how long it has been in business, and the range of services it offers.
- The name(s), phone number(s), email address(es) of the person or persons who will serve as the firm’s principal contact with CADL and be authorized to make representations on behalf of the bidding firm.
• A statement concerning your familiarity with and experience participating in the E-rate Program. Include your SPIN.
• The company names, contact names, phone numbers, and email addresses of 3 customers for whom you have recently provided or are currently providing services similar to your proposed services.
• Signature of the person having the proper authority to make the proposal for the firm.

3.3 Proposal
Each proposal should explicitly address all elements specified in sections 2.2 and/or 2.3 of this RFP.

3.4 Pricing
The Capital Area District Libraries is a local taxing authority of the State of Michigan and is exempt from Michigan Retail Sales and Use Taxes and Federal Manufacturer's Excise Tax. The price quotations will therefore exclude taxes. CADL shall furnish a tax exemption certificate, if required. For each connection location you are proposing, clearly indicate the following:

- Proposed circuit type and speed
- one-time installation cost
- ongoing yearly cost
- Other costs. Explain each cost in detail and indicate whether it is mandatory or optional. Other costs may include fees (other than taxes from which CADL is exempt) or optional services not included in the base price.
- Optional upgrade costs through the term of the contract. Indicate incremental upgrades available and per unit costs. CADL intends to file for E-rate funds yearly and desires to add, subtract, upgrade, or downgrade services once a year for the length of the agreement.
- Indicate pricing options and terms for a 3 year and a 5 year contract. Also indicate terms and pricing for single year extensions of that contract. The contract term will correspond with E-rate timelines and begin on July 1, 2024.

For the overall proposal, please indicate the following:

- Any costs not attributable to a specific location. Clearly define the charges and designate whether it is a one-time or on-going charge and any variation over a 3 year or 5 year term.

3.5 Terms
Completely describe:

- All terms of your proposed service. Include your basic contract. (The final contract will be negotiated with the chosen vendor(s).)
- Terms or penalties for shortening the contract term.
- Terms and costs for upgrading/moving connectivity for any particular existing library or new library. CADL intends to file for E-rate funds yearly and desires to add, subtract, upgrade, or downgrade services once a year for the length of the agreement.
- Service Level agreements and terms for recouping costs of service interruptions or degradations.

3.6 Submission of Proposal
All proposals must be submitted in writing by mail, email attachment, upload into MITN, or personal delivery. Offers communicated by telephone or fax will neither be accepted nor considered.
Bid proposal documents shall be submitted in a sealed, opaque envelope or as digital files attached to email or uploaded into MITN. It must be clearly labeled as: RFP Response – WAN & Internet on the envelope or in the subject line. The bidder’s company name and address must be printed on the envelope or in the body of the email to which the proposal is attached. Proposals that are not submitted in one of these ways will not be considered.

The proposals must be received by CADL no later than 5:00 p.m., Eastern Time, on February 23, 2024. Proposals will be accepted online via the MITN system (http://www.bidnetdirect.com/capitalareadistrictlibraries) and/or the locations listed below.

**Email to:**
Sheryl Cormicle Knox
knoxs@cadl.org
Receipt will be acknowledged by return email

**Mail to or drop off in person at:**
Capital Area District Libraries
Attn: Sheryl Cormicle Knox
Administrative Offices, 3rd Floor
401 S. Capital Ave
Lansing, MI 48933

3.7 Equipment Delivery
- Equipment is to be delivered during business hours (9:00 am – 5:00 pm)
- Capital Area District Libraries
  401 S. Capitol Ave.
  Lansing, MI, 48933

The title and risk of loss of goods shall not pass to CADL until CADL receives and takes possession of the goods at the point or points of delivery. The terms of this agreement are “no arrival, no sale”.

3.8 Tax Exemption
The Capital Area District Libraries is a local taxing authority of the State of Michigan and is exempt from Michigan Retail Sales and Use Taxes and Federal Manufacturer’s Excise Tax. The price quotations will therefore exclude taxes. CADL shall furnish a tax exemption certificate, if required.

3.9 Special Considerations
If any cost savings can be applied against prices shown in the Proposal, to the benefit of CADL, by handling payments in a special way or within a specific time interval, the Bidder is requested to state any such advantage in their proposal. As a local government taxing authority, CADL is eligible for government pricing. As a public library, CADL is often considered by vendors to qualify for educational pricing. CADL also is qualified to participate in various cooperative purchasing programs, including the MiDeal program of the State of Michigan, the Regional Educational Media Center (REMC) Association of Michigan’s REMC SAVE contracts, among others.

3.10 Proprietary Information
After the contract is awarded, all proposals will be open for public inspection, to the extent permitted by law. By submitting a proposal, the winning vendor acknowledges that all information required for E-rate applications will be publicly available to the extent designed and required by the federal E-rate Program, regardless of proprietary designations. If a Bidder does not desire proprietary information in the proposal to be disclosed, they are required to identify all proprietary information in the proposal and supply the reason(s) for such designation. The identification will be done by: (a) individually marking each page with the words “Proprietary Information” on which such proprietary information is found or (b) segregating all information designated as proprietary into a separate section or document. The entire document may not fall within the confines of proprietary information. CADL’s preference is for the Bidder to segregate all information designated as proprietary into one separate section/document for easier removal. If the Bidder fails
to identify proprietary information, it agrees that by submission of its proposal that all sections shall be deemed non-proprietary and made available upon public request.

3.11 Withdrawal of Proposal

A Bidder’s proposal may be withdrawn by a duly authorized representative of the Bidder at any time prior to the proposal submission deadline, upon presentation of acceptable identification that s/he is a representative of such Bidder.

3.12 Contract Incorporation

Bidders should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of a Bidder to accept this obligation may result in the cancellation of any award. Any damages occurring to CADL as a result of the Bidder’s failure to contract may be recovered from the Bidder.

3.13 Other Contractual Considerations

3.13.1 Compliance with Laws and Regulations

The Vendor shall comply with applicable Federal, state, and local laws, rules and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses, permits, and inspections, and shall pay without burden to CADL all fees and charges in connection with this project. In the event of violation, the Vendor shall pay all fines and penalties, including attorney’s fees, and other defense costs and expenses.

3.13.2 Safety

As applicable and relevant herein, the Vendor shall take necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by Federal, state, and local laws, rules and regulations and all applicable state labor laws, regulations and standards.

3.13.3 Indemnification

As applicable and relevant herein, the Vendor shall indemnify and hold harmless CADL, its agents and their employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequences of any negligence (excluding negligence by CADL, its agents or their employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or their employees.

The Vendor further agrees to indemnify and hold harmless CADL, its agents or their employees, against claims or liability arising from or based upon the violation of any Federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or their employees.

3.13.4 Liability and Insurance

As applicable and relevant herein, the Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance. The Vendor shall provide and maintain in force during the life of this Contract the following insurance coverage:

- General Liability Insurance of at least $500,000 per occurrence and $1,000,000 for all occurrences.
- Professional Liability Insurance (also known as "errors and omissions" coverage) of at least $100,000 per occurrence.
- Worker’s Compensation and Employer’s Liability Insurance with minimum limits as required by the State of Michigan but in no case less than $100,000.
Should there be a need for on-site Vendor personnel or representatives to conduct work related functions at or on CADL premises (all inclusive), and as applicable and relevant herein, the Vendor shall furnish to CADL a Certificate of Insurance which specifically names CADL as a named insured under the policy.

3.13.5 Special Conditions

No smoking is permitted in any of the Capital Area District Libraries. The Vendor will be required to work around all of the conditions listed above as well as working with the CADL staff to minimize disruptions to normal library activities.

3.13.6 Choice of Law

This agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of Michigan. The parties hereto irrevocably agree that any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Michigan in the County of Ingham or of the US District Court - Western Michigan. By the execution and delivery of this Agreement, the parties hereto irrevocably submit to the jurisdiction and venue of such courts.

4 SELECTION PROCEDURES

All proposals shall be evaluated by CADL in accordance with the criteria and procedures identified herein.

4.1 Further Negotiation

CADL reserves the right in its sole discretion to make a selection on the proposal or to further negotiate with one or more of the respondents without limiting any of its rights described in any section of the RFP.

4.2 Clarification

CADL may at its discretion and at no fee to CADL, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

4.3 Award Without Further Discussion

CADL reserves the right to award work without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor can propose.

4.4 Right to Accept or Reject All or Part

CADL also reserves the right to waive formalities and to accept or reject any and all or part of any and all proposals.

4.5 Price is Not Sole Factor

Although price is of prime consideration, it is not the sole determining factor. CADL reserves the right to award the contract to the most responsible bidder or the bidder offering the best value, not necessarily the lowest price.

4.6 Criteria

The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, conformity to specifications, terms of payment, terms of delivery, other costs, and other objective and accountable factors which are reasonable.
5 PROPOSAL TERMS AND CONDITIONS

5.1 No Financial Obligations

This RFP is only an invitation to submit proposals and does not commit CADL in any way to enter into contract agreement. In addition, the issuance of the RFP does not obligate CADL to pay any costs whatsoever incurred by a respondent in connection with this RFP, including without limitation (a) the preparation and presentation of a proposal, (b) any supplements or modification of the RFP or (c) negotiations with CADL or any other party arising out of or relating to the RFP or subject matter of the RFP.

5.2 Amendments to RFP Process

CADL expressly reserves the right at any time, from time to time or its own convenience, in CADL’s sole discretion, to do any or all of the following:

a. Waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.

b. Reject any and all proposals, without indicating any reason for such rejection.

c. Request that certain or all responders to the RFP supplement or modify all or certain aspects of the information or proposals submitted.

d. Reissue a Request for Proposals.

e. Procure service by any other means.

f. Modify the selection procedure, the scope of the proposed project or the required responses.

g. Extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiated final agreement, and

h. Negotiate with any, all or none of the respondents to the RFP.

5.3 No Kickbacks or Bribes

By submitting a proposal, the respondent certifies to CADL that the respondent has not paid nor agreed to pay and will not pay any fee or commission, or any other thing of value contingent on the award contract to any CADL employee or official, or to any contracting consultant hired by CADL for purposes of the project.

5.4 Board Approval

The Contract agreement will require the approval of the Library Board in their sole and absolute discretion. As part of the approval process, the successful respondent may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the contract as required by such bodies prior to the execution of the contract.

5.5 Firm Offer

All aspects of a proposal must be firm for a minimum period of 90 days following submission of the proposal.