

February 15, 2022

Dear Potential Service Provider:

Arrowhead Library System (ALS) is seeking wide area network, Internet and other telecommunications and network related services on behalf of its regional library system members located across Minnesota's Arrowhead region. You are invited to submit proposals for these services to be provided to ALS and their member libraries in an effort to aggregate our purchasing power and share a number of network and other library services.

The E-Rate Form 470 application number for this project is: 220021260.

I will be serving as the Issuing Contact for this RFP in my capacity as an E-Rate Consultant to ALS. To ensure proper dissemination of information to all parties, and maintain a fair and competitive process, all communications pertaining to this RFP shall be directed to the Issuing Contact only. No person other than the Issuing Contact is authorized to respond to your questions to ensure that responses provided to you have been reviewed and approved by the appropriate ALS and Southwest West Central Service Cooperative (SWWC) staff members. Communicating anyone other than the Issuing Contact regarding this RFP is cause for immediate disqualification from participation in the RFP process.

All updates, corrections, amendments, and addenda to this document will be available to the public and posted online at <https://www.swwc.org/ALS RFP>

**All responses to this RFP are due no later than 3:00 p.m. CST on Wednesday, March 16, 2022.**

Thank you for your interest in this important project for the libraries in the Arrowhead Library System.

Sincerely,

Josh Sumption  
Director of Technology  
SWWC Service Cooperative  
1420 East College Drive  
Marshall, MN 56258  
507-537-2265  
[Josh.Sumption@swwc.org](mailto:Josh.Sumption@swwc.org)

# **Request for Proposals**

## **Wide Area Network Internet Services**



### **Arrowhead Library System**

**Issued:  
February 15, 2022**

**Issuing Contact:**

Josh Sumption  
Director of Information Technology  
SWWC Service Cooperative  
1420 East College Drive  
Marshall, MN 56258  
507-537-2265  
[Josh.Sumption@swwc.org](mailto:Josh.Sumption@swwc.org)

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# 1 General Information for Providers

This Request for Proposal (RFP) is being issued by Arrowhead Library System (ALS) for services to be delivered to the system's entities and on behalf of the system's members to the entities listed in "Attachment A". ALS is actively working with these member libraries to provide a platform for efficient technology operations as well as collaborative technologies that will be used over the Wide Area Network and Internet Services requested by this RFP. The participating libraries actively share resources, management systems and other resources through the WAN. The following types of technologies are a non-exhaustive sampling of what will be shared over the proposed WAN: data center services, data access and replication, core networking equipment, network surveillance and monitoring, and network security.

Although SWWC is managing this RFP process, all evaluation, Vendor selection and contract negotiations will be performed at ALS's sole discretion. SWWC will serve the role of coordinating the RFP and E-Rate process solely as a consultant to ALS.

This RFP contains the requirements and specifications that must be included in any proposal. ALS prefers a single-Vendor turnkey solution in the provision of the WAN and Internet Services, though proposals that make use of multiple Vendors to provide a complete solution will be equally eligible for evaluation and consideration. Please read through this entire document before preparing your response!

## 1.1 Definitions

This section provides definitions for the terminology used in this RFP.

- **Addendum:** a clarification of terms used in or requirements of the RFP without changing any requirements.
- **Arrowhead Library System (ALS):** A regional library system defined by the State of Minnesota to procure services on the behalf of its member libraries that provide efficiencies and collaboration for the communities throughout the system. ALS is the entity requesting bids in this RFP. ALS will administer the contract and shall represent all member libraries involved in this RFP. It may be identified in this document by name, as "ALS," "the system," or "the applicant."
- **Amendment:** an officially communicated change to a stated requirement in the scope or other parameters of this RFP including adjustments to any of the associated deadlines.
- **Applicant:** the entity that will file E-rate forms. Arrowhead Library System is the applicant.
- **Attachment:** Documents that for all intents and purposes is an integral component to this RFP. Attachments provide detailed information pertaining to specific components of this document and are referenced throughout. Attachments also contain templates that are to be completed and utilized as a part of bids submitted to ALS by Service Providers.
- **Bid:** the response of a Service Provider to this RFP. These responses may also be referred to as "bid response(s)," "RFP response(s)," "response(s)," and "Proposal(s)."

- **Bid process:** term for the entire process, extending from the release of the RFP to the selection of and contracting with the awarded Service Provider.
- **Billed Entity:** the entity that will pay the bills associated with this contract. ALS is the Billed Entity.
- **E-rate or E-rate Program:** the “Schools and Libraries Universal Service Support Mechanism,” the funding support program established under the Telecommunications Act of 1996 to provide discounts on eligible services to eligible schools and libraries.
- **FCC:** the Federal Communications Commission.
- **FCCRN:** FCC Registration Number.
- **FRN:** Funding Request Number.
- **Members:** As used in this RFP, the term “members” refers generically to the public libraries that will receive services from the successful Vendor through ALS.
- **NOC:** Network Operations and Data Center or centers. ALS operates a NOC at its headquarters in Mountain Iron, MN for the aggregation of services for members.
- **Proposed Contract:** the contract that would result from the successful selection of a winning Vendor and subsequent negotiations. The Proposed contract may also be identified as the “contract” or “final contract.” These terms will be used interchangeably.
- **RFP:** Request for Proposals and is the designation for this document and the associated attachments identified in section 1.4. All the components of the RFP are available via the Form 470 filed by ALS covering these services.
- **Service Provider:** the entity responding to this RFP. They may be identified as “Service Provider(s),” “Provider(s),” “Respondent,” “Bidder(s),” or “Vendor(s).” These terms will be used interchangeably.
- **Service Start Date:** The anticipated service start date (also known as the start of service date) for services requested by this RFP is alternatively defined as: July 1, 2022. There may be flexible service start dates for sites that are under construction. All sites shall be assumed to have a service start date of July 1, 2022. Note that, as outlined below, service start date(s) may be modified at the sole discretion of ALS, particularly should problems or transfer of service issues arise with the winning Service Provider.
- **SLD** means the Schools and Libraries Division of the Universal Service Administrative Company.
- **SPIN** means Service Provider Identification Number.

- **Subcontractor** means a person or entity performing or proposed to perform a portion of Service Provider's contract.
- **USAC or Administrator** means the Universal Service Administrative Company, which oversees the E-rate program.
- **Vendor, Service Provider, Prospective Vendor, Bidder.** These terms are used interchangeably to describe Respondents to this RFP.

## 1.2 Purpose

Libraries in Northeastern Minnesota, also known as the "Arrowhead," have been working together through their Regional Library System to acquire Wide Area Networking Services for the purposes of sharing systems and resources and access to the Internet. The Wide Area Network provides an infrastructure by which the members can efficiently collaborate and jointly access valuable resources throughout the system that would not be obtainable on an individual basis. This RFP seeks to procure wide area network and Internet services for ALS and its member libraries.

### 1.2.1 Current Wide Area Network and Internet Infrastructure

ALS currently utilizes ethernet transport services that deliver between 100 Mbps and 1.0 Gbps from each member to the system's headquarters in Mountain Iron, Minnesota. The member of the WAN own shared core network equipment that also facilitates the access to a 1.0 Gbps Internet connection.

## 1.3 Communications Guidelines

The Issuing Contact is the official point of contact regarding all matters relating to the RFP. The Issuing Contact has an administrative role overseeing the full process of this RFP and will not exercise any decision-making authority. ALS solely possesses all decision-making authority regarding the services being sought in this RFP. The Issuing Contact is:

Josh Sumption, Director of Technology  
 SWWC Service Cooperative  
 1420 E College Drive  
 Marshall, MN 56258

Phone: 507-537-2265  
 Email: [Josh.Sumption@swwc.org](mailto:Josh.Sumption@swwc.org)  
 Email Subject: ALS WAN RFP

Email communication is the preferred medium for all questions related to this RFP. The Issuing Contact will provide official communications pertaining to this RFP by email. All communications will also be shared on our website: <https://www.swwc.org/ALSRFP>, to ensure that all prospective Bidders have access to the same information.

All communications pertaining to this RFP and the underlying requested services shall be directed to the Issuing Contact only. All communication to Vendors will also originate from the Issuing Contact; all

other Information received by Vendors should be considered inaccurate, null and void. We are under no obligation to respond to any comments, requests or questions directed to any persons other than the Issuing Contact. Bidders may be disqualified if they fail to direct all of their communications to the Issuing Contact. Communications with ALS staff or consultants other than the Issuing Contact regarding this RFP is cause for disqualification.

### **1.3.1 Vendor Registration**

Prospective Vendors are asked to register with the Issuing Contact to ensure the timely dissemination of information. Vendor Registration is not a requirement but is strongly encouraged if you intend to respond to our RFP.

To register, prospective Vendors should send an Email to [Josh.Sumption@swwc.org](mailto:Josh.Sumption@swwc.org) referencing "ALS WAN RFP Vendor Registration" in the subject content including the following information:

- Vendor name
- Two Vendor contact names, with one marked as the primary contact
  - Contact phone number
  - Contact email address

SWWC and ALS will keep the Vendor registration list confidential. Only SWWC and ALS staff will have access to the registration list. When updates are posted to the RFP website and USAC portal regarding clarifications, and corrections to the RFP, the Issuing Contact will send out an Email notification to all registered Vendors. Only registered Vendors will be able to receive these communications, therefore all Vendors interested in responding to this RFP are strongly encouraged to register.

## **1.4 Scope and Structure of Document and Attachments**

The scope of services sought in this RFP includes Internet access and regional WAN telecommunications services for multiple sites which are detailed in "Attachment A."

The services are to be provided for an initial term of 5 years with the ability for up to 5 optional one-year renewals for lit broadband and Internet services at the sole discretion of ALS.

Service Providers have maximum flexibility to offer creative proposals that meet the intent and requirements of this RFP. Respondents may bid on Internet or Wide Area Network Services separately or include both services in a proposal. In either case, however, pricing for both Internet and Wide Area Network Services must be proposed separately in an a la carte format. Respondents may utilize subcontractors to provide the required full access to all school and libraries listed on this RFP, if necessary.

Section 1 contains general information for Service Providers responding to this RFP as well as rules and regulations that apply to the process. Section 2 is an outline of the timeline of the RFP process. Section 3 contains the statement of work, and describes the services to be purchased, technical specifications and the preferred method of business administration. Section 4 contains additional RFP response requirements that must be addressed in responses from Vendors. Section 5 specifies the format for RFP response submissions and the required attachment files that must accompany responses. Section 6 outlines conditions related to invoicing for services being requested from Service Providers. Section 7

addresses contract terms and conditions that must be included in proposed contracts for services requested. Section 8 details evaluation criteria used in the selection process.

“Attachment A” provides Vendors with template worksheets that must be utilized to detail pricing of the services requested in the RFP. The document also contains information regarding the libraries listed in this RFP, including addresses and phone numbers for engineering and mapping purposes only. Prospective Vendors are prohibited from contacting the sites. All communication pertaining to this RFP must be directed to the Issuing Contact. This document is also available on the RFP website in Excel format to aid in your response.

“Attachment B” is the RFP Response Cover Page that Vendors must include as a part of their response to this RFP. All information requested on the Cover Page is required to be submitted by Vendors in order for your response to be evaluated. This document is also available on the RFP website in Word format to aid in your response.

“Attachment C” is a non-collusion affidavit. All information requested on the non-collusion affidavit is required to be agreed to and submitted by Vendors in order for your response to be evaluated. This document is also available on the RFP website in Word format to aid in your response.

“Attachment D” includes a template of E-Rate and bid compliance questions requiring Vendor response as a part of your bid. These questions must be answered completely and if further information is requested in relation to the answers provided it must be included in the response. This document is also available on the RFP website in Word format to aid in your response.

Instructions for the placement of all attachments, as well as the overall format of a response to this RFP can be found in Section 5.

## **1.5 RFP Amendments and Addenda**

If it becomes necessary to issue an amendment, addenda, or other modification to the RFP, the relevant documents will be posted on the RFP website at <https://www.swwc.org/ALSRFP> and will be posted to the USAC EPC portal, as appropriate. If an amendment, addenda, or other modification is made, a notice will be emailed to all prospective Vendors who have registered with the Issuing Contact as described in section 1.2.1.

No Vendor contact information will be disclosed that would identify the prospective Vendor submitting any question.

## **1.6 Submission Costs**

Neither SWWC, ALS, the members, nor any consultants retained by the aforementioned shall be responsible for any costs incurred by any Provider or subcontractor receiving or responding to this RFP.

## **1.7 Confidential Information**

RFP responses will be kept confidential by SWWC and ALS and will not be revealed to or discussed with third parties except as required by applicable local, state, and federal law or regulations, including all relevant state or federal grant programs. RFP responses may be reviewed or evaluated by independent agents of the members, none of whom shall be affiliated with any Provider, and all of whom shall be bound by these confidentiality provisions.

Any and all ideas presented in any RFP proposal may be used by ALS, whether or not ALS selects or rejects the RFP proposal. Any financial information that is considered proprietary or confidential by the Provider must be clearly marked CONFIDENTIAL FINANCIAL INFORMATION. All other material submitted with an RFP proposal will become the property of ALS and will be retained at the discretion of the ALS Administration and the Issuing Contact.

Upon completion of the RFP evaluation process and award of contract(s) to a Vendor or Vendors, all information submitted to the Issuing Contact shall be subject to disclosure pursuant to Minnesota Law and FCC regulations.

## **1.8 Rejection or Acceptance of Responses**

ALS will review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that fails to comply with that section. ALS may, however, at its sole discretion, waive terms of the RFP.

## **1.9 Validity of Proposals**

The response deadline for this RFP is March 16, 2022. Contracts are expected to be finalized no later than March 18, 2022. All responses to the RFP may not be withdrawn and must remain valid from the time of submission until the close of the FY2022 Form 471 window which will be March 22, 2022. All services included in this RFP will begin on the service start date(s).

## **1.10 Debriefings**

Providers whose RFP proposals are rejected may be granted the opportunity to have their questions answered by ALS at its discretion.

## **1.11 News Releases**

All news releases regarding this project may not be released without the prior written approval of the Issuing Contact.

## **1.12 Notification of Selected Provider(s)**

The successful Provider(s) will be notified by the Issuing Contact through the issuance of a notification of award letter via email. Unsuccessful Providers will also be notified via email by the Issuing Contact.

## **1.13 Economy of Preparation**

All proposals should be prepared simply and economically and should present a straightforward, concise description of the Provider's ability to meet the requirements of this RFP.

## **1.14 Selected Provider Responsibilities**

The selected Provider(s) will be required to assume full responsibility for all products, services and warranties offered in its RFP proposal, whether or not the services will be provided by the Provider or its subcontractors. Further, ALS will consider the selected Provider to be the sole point of contact with regard to all contractual matters.

## **1.15 E-Rate**

It is the intention of ALS to apply for discounts under the E-rate program for some or all of the services sought in this RFP. Therefore all Service Providers responding to this RFP must participate in the E-rate program and must comply with all applicable FCC rules.

E-Rate rules are accessible via the Administrator's website (<http://www.universalservice.org/sl>) and/or from the Federal Communications Commission website (<http://www.fcc.gov>). Providers must be familiar and compliant with all applicable federal E-Rate program requirements, including but not limited to: timely filing of all required Service Provider forms, including Form 498, Form 499-A (annual and quarterly filings to the extent they are applicable); Form 473 (Annual Service Provider Certification); Form 474, Service Provider Invoice Form, which invoices SLD for the E-Rate discount amount; and provision of discounted bills (net of the E-Rate discounts) to ALS. Service Provider must agree that the parties' contract and any subcontracts, amendments, extensions, or other modifications of the contract shall be executed in compliance with all E-rate program requirements (including, but not limited to, those cited herein). Should the Service Provider use subcontractors, the Service Provider is responsible for its subcontractors' compliance with all statutory and regulatory requirements associated with the E-rate program and applicable federal, state, and local laws. In addition, the Service Provider must designate a single point of contact within the Service Provider's organization to assist in the timely compliance with all E-rate program requirements.

### **1.15.1 Document Retention, Production of Records, and Audits**

The Service Provider must, in compliance with E-rate program rules, retain all documentation associated with their bid and service provided pursuant to this contract for a minimum period of 10 years after the last date to receive service (or whatever retention period is required by the rules at that time). Any and all documents that demonstrate compliance with statutory or regulatory requirements associated with the E-rate program must be retained as well.

Service Provider shall, upon request from either a representative of an authorized state agency, the Federal Communications Commission, the Administrator, their subcontractors, or ALS, produce those records.

In the event of an audit or other review, Service Provider must receive written consent from ALS prior to producing or submitting any documents that contain confidential information.

### **1.15.2 Lowest Corresponding Price**

Pursuant to federal regulations, Service Providers shall not charge entities participating in the E-rate program a price above the lowest corresponding price for supported services, unless the FCC (with respect to interstate services) or the state commission (with respect to intrastate services) finds that the lowest corresponding price is not compensatory.

### **1.15.3 Eligible Services**

It is the responsibility of the Service Provider to identify those services that are eligible and those that are ineligible in their response. Eligible and ineligible services (and related equipment) must also be explicitly identified in the RFP response. The Cost Proposal Worksheets found in “Attachment A,” contain a mechanism for separating eligible and ineligible costs. If a Provider is unsure about eligibility, the Provider should seek a response from the Schools and Libraries Division of USAC regarding the eligibility of the component of the service; if the Provider is still unable to determine the eligibility, the Service Provider must call this to ALS’s attention in the RFP response and allow us to jointly research the issue, if necessary. If any services are incorrectly identified as eligible in the bid response, the Service Provider must honor the discounted price generated in the Cost Proposal Worksheet for the item(s) which were incorrectly identified as eligible. ALS will not pay prices above those generated in the Cost Proposal Worksheet.

### **1.15.4 FCCRN and “Red Light” Requirement**

Any Provider submitting a response must have a Federal Communications Commission Registration Number (FCCRN) and should be in good standing with the Federal Communications Commission (i.e. not in “Red Light” status). The FCCRN should be included in the bid proposal and certification of the Vendor’s current “Red Light” status should be included in the bid response (see below). Providers may obtain a FCCRN and document their “Red Light” status via the Federal Communications Commission Website: <http://www.fcc.gov>. The Provider will have a continuing obligation to notify ALS of any change in “Red Light” status and failure to maintain good standing with the FCC and to be classified as on “Red Light” status may constitute grounds for terminating the parties’ contract for cause. If a Service Provider that is currently on “Red Light” status wishes their bid to be considered, the Provider must include with their bid response a written explanation of the circumstances that led to being placed on “Red Light” status, indicate what steps have been or are being taken to rectify the situation, and indicate how “Red Light” status would affect the Service Provider’s ability to provide discounts under the E-rate program. Such Service Providers may have their proposals rejected at the sole discretion of ALS.

### **1.15.5 SPIN Requirement**

Providers must also have an up-to-date Service Provider Identification Number (SPIN), and must maintain eligibility to provide services under the E-rate program. The provision and use of multiple SPINs is discouraged. Providers that have multiple SPINs should select a single corporate entity with a single SPIN as the prime contractor submitting the proposal to this RFP. The Provider should agree that

all E-rate eligible service billing resulting from a contract awarded pursuant to this RFP will be provided under this single SPIN. The Provider's SPIN should be included where requested throughout the bid document templates.

### **1.16 Subcontracting**

The Service Provider must identify the subcontractors to be used on the project and the work they will perform. Subcontractors are subject to the same general conditions as the prime Service Provider. ALS and its members reserve the right to reject any subcontractor based on legitimate business concerns, in their discretion.

The responding Service Provider shall remain responsible to provide the services proposed in their response and shall not assign or divert this responsibility to others. The contracted Service Provider shall bear complete responsibility for all activities of all subcontractors engaged by it. ALS nor its members shall have no obligation to purchase services from or pay for services rendered by subcontractors.

### **1.17 Security Clearances**

All personnel (including contractors and subcontractors) that work on this project or provide services in the libraries must observe all security and safety procedures of each library or any other facility being accessed and must obtain and clear all background and record checks required by law or local rule.

### **1.18 Tax Exempt Status**

ALS and the libraries that will benefit from this RFP are public entities and not for profit and enjoy certain exemptions from taxes and fees. They are not exempt from all telecommunications taxes and fees, such as the universal service contribution fee. Providers must ensure that their cost proposals include all applicable taxes and surcharges from which the schools and libraries are not exempt; no taxes or fees not identified in the bid response will be paid by ALS. If a Provider needs specific information from schools or libraries regarding their tax status, please state that information here or refer to it in an attachment.

### **1.19 Penalties for Non-Performance**

Please be advised that the final contract terms and conditions will include penalties for non-performance of contracted obligations and will include Performance Service Level Agreement (Performance SLA) and Delivery Service Level Agreement (Delivery SLA) language as defined in Section 3. All Services must be performed and provided according to contractual parameters and be available no later than the service start date as defined by ALS.

### **1.20 Additional Information for Vendors**

ALS and members reserve the right to:

- Amend, modify, or cancel this RFP or not award any contract;

- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP, such changes to be complied with by all Providers;
- Award a contract for any part of or all parts of the RFP to one or more Service Providers and negotiate specific terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request that Providers clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) but not necessarily the lowest-priced proposal(s) in accordance with Minnesota law and E-Rate rules where price of E-rate eligible services is the factor given the most points in the evaluation of the various factors considered in the evaluation.

## 2 Timeline and Process

**All proposals must arrive at the Issuing Office no later than 3:00 PM CST on March 16, 2022 to be considered, in full compliance with the instructions in Section 5.** All proposals received after the deadline will not be opened or evaluated and will be discarded. The Issuing Contact and assigned agents of SWWC will determine the timeliness of all submissions. The timeline is as follows:

|                       |                                                                                                      |
|-----------------------|------------------------------------------------------------------------------------------------------|
| February 15, 2022     | RFP Release Date                                                                                     |
| <b>March 16, 2022</b> | <b>RFP proposals due no later than 3:00 PM CST.<br/>(See Section 5 for submission instructions.)</b> |
| March 18, 2022        | Final Contract Proposals/Negotiations                                                                |
| March 22, 2022        | Latest possible contract award no later than 11:00 AM CST.                                           |
| July 1, 2022          | Service Start Date for all sites                                                                     |

\* The contract award date will occur no later than the deadline for filing a completed E-Rate Form 471, currently set at March 22, 2022. ALS reserves the right to modify this schedule in its entirety.

## 3 Services Requested

This section contains specific technical requirements established by the members of ALS. In the absence of specific requirements pertinent to a working solution, Providers have the discretion in creating and implementing their solutions to best suit the requested services herein. If a Provider cannot meet a stated requirement, the Provider should indicate that fact and propose an equivalent alternative solution that meets the members' intent. A Provider's Choice Alternate Proposals may deviate from the stated requirements in order to propose the most cost-effective and creative solutions, but the solution must meet the minimal technical requirements specified in this RFP.

### 3.1 Scope of Services Sought

The services requested in this RFP fall under two major categories of service: WAN and Internet. Each of these services will be evaluated independently, although Vendors who demonstrate their ability to provide both services as a part of their solution will be awarded additional points as detailed in Section 8. Vendors proposing complete solutions for all services requested must provide independent pricing for each of the categories of service and allow for services to be unbundled when awarded. Any pricing

discounts that are provided for a contract that includes both of the services requested, that will not be provided if services are unbundled, must be clearly stated in the Vendor's pricing proposal.

The services that are proposed must be compliant with the E-Rate program's eligible services, if any portion of the service is not eligible for E-Rate funding, the ineligible portion of the cost must be appropriately allocated and identified clearly in the pricing proposal in the provided response areas.

Pricing and descriptions of the services requested should be detailed in the provided templates. If a Vendor wishes to provide further detail or clarification of the services being proposed, additional information can be provided as a supplemental addendum to your response, however, the provided response templates must detail all pricing information.

### **3.1.1 WAN Services**

The ALS is seeking bids on leased lit fiber or equivalent alternative connectivity between the sites listed in "Attachment A." Dark and self-provisioned fiber proposals are not being sought and will not be accepted. Lit fiber proposals should be a standard lease arrangement. Arrangements are sought for the time period(s) outlined below under "Contract Period," Section 7.1.

Alternative technologies may be proposed as an Equivalent Alternative Proposal, as further detailed in Section 3.3, by Vendor, however, Vendors must provide substantiating evidence that the technologies proposed are equivalent in throughput, dependability, and long-term scalability as a fiber-based solution.

For leased-lit fiber proposals, ALS will interconnect the sites identified to the Library System headquarters located in Mountain Iron, MN. Proposals should include your pricing proposal to connect each identified site to the headquarters location in detail in the pricing spreadsheets provided as "Attachment A." For Equivalent Alternative Service proposals, each identified site in the pricing spreadsheet must be connected with dedicated bandwidth at the stated speeds with the operations of the WAN to be of an equivalent service as that of the requested Lit WAN Services.

ALS prefers Ethernet services for its WAN. ALS may consider alternatives such as multiprotocol label switching (MPLS) over copper or other alternatives. In the pricing proposal, the Service Provider should input a brief descriptor to identify the type of service offered to each site (i.e. MPLS over T1, Metro Ethernet etc.).

The WAN service speeds listed in Attachment A are to be symmetrical bandwidth speeds and are expected to be guaranteed bandwidth capacities, subject to periodic testing and monitoring by ALS.

Customer facing hand-offs for leased-lit fiber services or equivalent alternative services must include the ability to interface to the Vendor provided services at the speeds specified in Attachment A as well as having the capability of providing copper RJ-45 based network interface or a fiber based ethernet port to serve as a hand-off or demarc to each defined entity/location's local area network equipment. Please detail in your response the type of hand-off connection that will be provided at each site (both medium and connection type), and if a fiber hand-off is to be provided, if that connection is single-mode or multi-mode and the connector types that will be used.

### 3.1.1.1 Attachment A WAN Cost Requirements

Pricing for Leased-Lit Fiber Services and Equivalent Alternative Service proposals, must be provided in the format provided in “Attachment A.”

The “Lit WAN Services” and “Equivalent Alternative WAN” worksheets are provided in “Attachment A” and must be used as templates to fully disclose all costs associated with your proposal for WAN Services.

Supplemental documentation providing greater breakdown of services and costs may be provided with the proposal, but all costs must be provided in “Attachment A” and accurately categorized as:

- Monthly recurring costs, eligible for E-Rate funding
- Monthly recurring costs, not eligible for E-Rate funding
- Non-recurring, one-time, costs, eligible for E-Rate funding
- Non-recurring, one-time, costs, not eligible for E-Rate funding
- Special construction costs, eligible for E-Rate funding
- Special construction costs, not eligible for E-Rate funding

In addition to pricing information, details regarding the components of the proposed services and a description of each corresponding cost must be provided.

If a specified speed cannot be made available as a part of your proposal, please note as such for that speed/bandwidth capacity.

ALS will evaluate all proposed pricing, including MRC, NRC, SSC, and any additional detailed pricing provided for “Site A” to “Site Z” or Equivalent Alternative Services and choose the most cost-effective solution for the ALS WAN.

#### For Leased-Lit Fiber Services:

It is important to note that the bandwidth, or speed, contracted by ALS for each site defined in “Attachment A” will vary for Lit Fiber Services, and speeds will be changed throughout the term of the contract for links between sites when deemed appropriate by ALS. For example, a set of sites may be initially contracted for services at less than 1 Gbps, while another set is contracted at 1 Gbps, and yet another set contracted for 2 Gbps simultaneously.

Pricing for all speeds must be guaranteed as the maximum possible cost for each requested bandwidth capacity for the full term of this contract and all contract extensions. It is anticipated that sites may upgrade their service over the life of the agreement from one tier of service to another, and the awarded Vendor will be required to honor the pricing bid in the bid response.

#### For Lit Fiber Wide Area Network Services:

In “Attachment A – RFP Pricing Documents”, Vendors proposing lit fiber solutions, must complete the “Lit WAN Services” tab of the attachment.

- **“Lit WAN Services”** - provide pricing to connect each site listed in “Site A” to “Site Z” independently in the respectively labeled columns at the dedicated bandwidth capacity that is identified in the “Speed” column.

#### For Equivalent Alternative Services:

If the Vendor wishes to provide an Equivalent Alternative Service option other than those requested, the costs and descriptions for those services can be provided on the “Equivalent Alternative WAN” worksheet. Additional information may also be provided as an addendum to the Vendor’s response, but all costs must be fully detailed in the provided worksheet. The Vendor must identify the cost for each speed for each of the requested links that is being proposed.

- **“Equivalent Alternative WAN”** - provide pricing to connect each site listed independently in the respectively labeled columns and provide the dedicated bandwidth capacity that is being proposed for each site in the identified in the “Speed” column.

If multiple Equivalent Alternative Service Proposals are being provided, the Vendor must make a copy of the provided worksheet for each proposal that ALS is to consider. Proposals not accompanied with a cost worksheet as provided in “Attachment A” will not be accepted.

Equivalent Alternative Solutions must provide the ALS with a WAN solution that provides identical capabilities to those described throughout this RFP and support the same functionality as that of a Lit WAN Service.

### **3.1.2 Internet Services**

ALS is seeking managed Internet Service, including Internet Access with routing services. This service will be, provided to the ALS WAN to allow for affordable and scalable aggregation of member libraries’ Internet.

Proposals providing a solution under the “Lit WAN Services” scenario should utilize the ALS Headquarters location as the Z (demarc) location for Internet Service Termination. The Internet connection will be distributed to WAN members from the ALS Headquarters location.

Proposals providing an “Equivalent Alternative Service” scenario are to deliver the dedicated Internet Service bandwidth identified in the “Internet Service” worksheet of “Attachment A” to the ALS WAN as a whole.

Routing services provided must be bundled as a part of the requested Internet speeds identified in “Attachment A.”

Internet services may not be throttled or rate controlled by the ISP for any traffic by default. At ALS’s sole discretion, certain traffic may be prioritized utilizing ALS owned equipment or at ALS’s request to the ISP, in order to provide quality of service (QoS) for specific traffic destinations or transport protocols. Additionally, the Internet services being requested are all symmetrical bandwidth speeds and are expected to be guaranteed bandwidth capacities, subject to periodic testing and monitoring by ALS. The Internet speeds outlined in “Attachment A” are to be read as symmetrical, i.e. both the download and the upload speeds for this service.

#### **3.1.2.1 Attachment A - Internet Services Cost Requirements**

The “Internet Service” worksheet in “Attachment A” provides a template that all Service Providers providing a proposal for Internet Services must complete and provide all costs and descriptions of services included for the Internet speed increments requested. In all cases, the speeds that are being requested are symmetrical bandwidth where download and upload speeds are the same. Vendors must

provide costs for all requested speeds and the pricing for all speeds must be guaranteed as the maximum possible cost for each requested bandwidth capacity for the full term of this contract and all contract extensions. In all scenarios, Lit WAN Services and Equivalent Alternative Services, the requested Internet service speeds are to be provided to the ALS WAN as a whole, not to individual member sites.

Supplemental documentation providing greater breakdown of services and costs may be provided with the proposal, but all costs must be provided in “Attachment A” and accurately categorized as:

- Monthly recurring costs, eligible for E-Rate funding
- Monthly recurring costs, not eligible for E-Rate funding
- Non-recurring, one-time, costs, eligible for E-Rate funding
- Non-recurring, one-time, costs, not eligible for E-Rate funding
- Special construction costs, eligible for E-Rate funding
- Special construction costs, not eligible for E-Rate funding

In addition to pricing information, details regarding the components of the proposed services and a description of each corresponding cost must be provided.

If a specified speed cannot be made available as a part of your proposal, please note as such for that speed/bandwidth capacity.

If additional descriptions or alternate pricing proposals for Internet services other than those requested are being provided, they can be attached as an addendum to your response.

## **3.2 Service Locations**

“Attachment A” contains all the necessary addresses and phone numbers for the library sites that are to be directly connected to the wide area network on the worksheet/page titled “Site Addresses.”

### **3.2.1 Network Diagrams**

For WAN proposals, please provide network diagrams of the proposed design. For leased lit fiber network proposals, clearly label the bandwidth proposed for each link to hub-sites and on the backbone and the location of all relevant network equipment. Shared links between hub-sites must be capable of providing the minimal specifications for connectivity described in Attachment A, therefore shared links must reference any hub-sites that will be utilizing that link collectively so proper bandwidth allocation can be verified.

Describe how the network will function and how the design will provide the guaranteed bandwidth throughout.

### **3.2.2 Location Changes, Additions, and Closures**

During the term of the awarded contract, it is possible that any of the sites on the Wide Area Network, including the headquarters location, may relocate or close. All sites listed in “Attachment A” of this RFP are subject to relocation. In addition, it is possible that new sites may be added to the WAN over the term of the contract.

Please describe the process and any costs that would be associated with a change in building location requiring a change in your point of demarcation for Wide Area Network or Internet Services that are being proposed.

If a site that is not served by the Wide Area Network should need to be added to the network or if an existing member constructs a new building during the term of this contract, please describe the process for adding it from the Wide Area Network and how the pricing for that site will be reflected in future billings through the remainder of the contract term.

Vendors must clearly state the maximum fee that would be assessed if a new site is added to the WAN, or in the event that any location identified in "Attachment A" must be moved during the term of this contract.

In the event of a site closure during the term of this contract, the Vendor will allow for ALS to provide notification, of no more than 6 months prior to the closure, to terminate all services to the site with no further costs being charged for the site following its closure date.

### **3.3 Equivalent Alternative Service Proposals**

In the event that a Service Provider wishes to propose an alternative to the services described above, the Service Provider may propose an equivalent alternative. Any equivalent alternative should include all necessary aspects (such as licensing, permits, equipment, etc.) to components as appropriate. ALS prefers that Vendors bid the lit fiber services listed herein but is willing to consider alternative solutions. For any alternative service proposal, all costs must be included for all listed services and sites for such alternative solutions. Note that ALS reserves the right to determine whether a substitution made by the Service Provider is truly equivalent or not, and, if not equivalent, to reject the Service Provider's alternative services bid.

### **3.4 Additional Bandwidth Due to Increased Requirements**

ALS may need to expand the bandwidth to any locations located on the wide area network to accommodate growth in the use of broadband applications. Such increases may occur at ALS Headquarters or any of the library branches. Therefore, ALS is seeking scalable service with incremental options in the pricing. Vendors are asked to provide pricing for scaled bandwidth allocations for lit-leased fiber proposals as detailed in "Attachment A". All costs associated with such upgrades, including one-time fees to upgrade to the higher speed services, must be clearly identified in the Vendor's proposal.

Such increases in capacity shall be within the scope of this RFP and scope of the contract to be executed by the parties and shall be considered a "minor contract modification" as that term is defined by E-Rate program rules. Providers should indicate whether they can accommodate such modifications and provide pricing associated with those modifications. Furthermore, the prices provided for additional bandwidth as part of the RFP response shall serve as a ceiling for relevant pricing during the life of the contract.

## **3.5 Use of the Services Sought**

Public Libraries typically seek to use their broadband services to deliver educational and research-oriented services and share resources through telecommunications wherever possible to help reduce costs. All the libraries have increasing Internet bandwidth needs. Many seek to expand their offerings of services to members of the public that will require enhanced Internet capabilities.

### **3.5.1 IP Addressing for Internet Access**

Vendors must provide all public Internet Addresses required for all library sites to access the Internet and for publicly available resources located within the library system to be accessed through the Internet. ALS requires that Service Providers issue static Internet-routable, public IPv4 addresses to the system with enough address space to assign a minimum of 1 static Internet-routable, public IP addresses to each library site, or alternatively a minimum of a 30-bit subnet per library site.

Issuance of IPv6 addresses, in addition to the IPv4 addresses as detailed above, to the system is acceptable but not required.

### **3.5.2 Network Monitoring**

Service Providers providing leased lit fiber WAN services, equivalent alternative WAN services, and Internet Access services must monitor the provided WAN and Internet services 24 X 7 and notify ALS point of contact immediately in the event service is interrupted or performance does not meet contractual standards. This monitoring only pertains to the Service Provider's network and does not extend to the Local Area Networks of ALS and its member libraries.

ALS must have viewing and monitoring capabilities in accordance with E-Rate rules. At minimum, this should include circuit utilizations statistics for individual links through the Provider's Network Operations Center (NOC). Schools will not maintain, repair, or configure the Vendor's electronics or network, in accordance with federal E-Rate rules. Regular utilization and trouble reports must be made available to the school contacts and upon request.

### **3.5.3 Performance Service Level Agreement**

The Provider of lit fiber or equivalent alternative services shall offer a Performance Service Level Agreement (Performance SLA or SLA) covering all WAN services proposed as part of this RFP, separately and collectively. At minimum, the Performance SLA should enforce 99.99 percent availability, high network throughput and low latency, jitter, and packet loss. Latency resulting from jitter and packet loss on the Wide Area Network that significantly degrades the quality of service for Video Conferencing, Voice over IP and Video Streaming shall be considered as service outages, even if basic transport of data can still occur. Significant degradation will be identified by ALS or the branch library at the time of service degradation. Providers should submit an SLA with the proposal response that clearly delineates how the Provider will monitor and meet such performance standards. ALS will consider the quality, enforceability, and applicability of the performance SLA in evaluating the responses.

Contractual language must clearly define your SLA and how your company will handle the monetary compensation if the SLA is not met.

- Measurement of non-compliance with the SLA shall be based on daily down-time, or degradation of services that is not caused by utilization beyond the required services contracted for at each listed site or the equipment that is owned by ALS or the member libraries.
- The SLA must clearly define the refund or credit calculation methods that will be used if the definitions of service are not met. At a minimum such refunds or credits shall be no less than one half of the daily rate for the site(s) impacted by the service degradation or outage.

## 3.6 Project Planning and Network Launch

This section identifies preferences and requirements related to the launch of new services from this RFP. This section includes information regarding installation requirements, project schedules and testing procedures.

### 3.6.1 Installation of Services

Service Providers must offer end-to-end solutions that include all aspects of successful network installation and service launch, including: planning and design; installation and configuration of on premise Priority One equipment; set up of materials such as patch cords, equipment racks, connections, innerduct and fiber extensions; coordination of permits, licenses, make-ready, tower rentals, pole rentals, rights-of-way, applications, etc. The Provider must bring the circuit to the demarcation point inside the library building at the customer's equipment. All E-Rate eligible installation costs need to be clearly disclosed and included in the service price. This ONLY applies to the Provider's equipment in keeping with Category 1 E-Rate rules.

Please specify any installation requirements, (including inside conduit, outside conduit, rights-of-way, extra equipment, power requirements, climate control, etc.) that will be the responsibility of the customers and not the responsibility of the Provider. Any additional costs and requirements of ALS must be specifically and fully disclosed in the bid response, or they will be the responsibility of the Vendor.

### 3.6.2 Start of Service Start Dates

The start of service shall be defined as the complete transition of services to the successful Respondent's services. If installation of equipment or build-out is necessary to provide the services, the completion of such activities must be completed in order to facilitate the use of contracted services on the start of service date. The delivery service level agreement shall ensure that:

- The required contractual start of service date is July 1, 2022. If July 1, 2022 is not feasible, the estimated start of service dates must be provided in your bid and the contractual start of service dates will be mutually determined during contract negotiations. Alternative start of service date(s) that are proposed in Vendor bids that do not adequately meet the desires of ALS will result in point reductions in the Vendor evaluation process.
- Failure to meet the mutually agreed upon start of service date(s) defined in the mutually agreed upon contract will result in penalties of \$200 per day, per site not being served on the defined start of service date.

- ALS shall not allow the start of service to commence prior to the defined start of service date due to current contractual obligations and E-Rate program rules.

### **3.6.3 Project Plan**

A concise project plan must be submitted with the response to this RFP, delineating the timeline leading up to and including the go-live target date. Providers should propose a realistic plan that identifies the start date for each type of service to each location. Providers will be evaluated on their ability to meet the anticipated service start date for all services; however, Respondents should offer accurate schedules, even if all or some of the services will not meet the hoped-for goal. While the circuits may be live for testing purposes prior to the anticipated service start date/go-live target date, no billing or service delivery may begin before the service start date or before the applicable service is fully functioning and operational, whichever date is later.

### **3.6.4 Testing and Acceptance Plan**

The Service Provider shall provide a plan for network testing and acceptance that will certify that all services are installed and configured correctly prior to the start of service date. Be sure to include all costs for this testing regimen, all labor for performing the test, all test equipment, and all documentation within your submitted bid price for each service.

## **3.7 Business Administration Capabilities**

This section identifies items of importance regarding the Service Providers' ability to provide the services sought and accommodate the distinct needs of ALS and the members.

### **3.7.1 Project Experience**

Provide a concise experience resumé of your company as it relates to its ability to provide the services requested by this RFP. Please describe your company's experience in successfully implementing similar projects.

- Demonstrate prior experience with the E-Rate process for other projects and with K-12 districts, libraries, and/or consortia;
- Identify projects of similar size and scope and technical complexity;
- Demonstrate past experience with clients providing similar services;
- Please submit three references for similar projects that may be contacted, including phone number of contact, contact name and title, description of the project, services provided, topology implemented, term of services, dates of services provided, and other relevant information. Library, Library System, K-12 school district, or mixed school district/library consortia or other education projects are preferred but are not absolutely required;
- Provide information on any proposed sub-contractors and their roles on the project.

### **3.7.2 Desired Company Qualities**

ALS seeks to purchase services from a company that demonstrates the following qualities:

- Strong network integration capabilities;
- Excellent financial stability;
- Strong successful background in working with E-Rate;
- Outstanding technical competencies;
- Significant library system or consortium experience;
- Proven ability to design and implement complex systems;
- Flexible billing systems/methodologies;
- Customer-friendly account management .

Please describe your company's ability to demonstrate these qualities.

### **3.7.3 Additional Items Related to Company Experience:**

Please provide any additional information regarding your company's ability to successfully provide the proposed services.

## **4 Response Requirements**

Service Providers must provide a response that is in compliance with the full terms and conditions detailed within the RFP document and all attachments. Service Providers who are not able to provide a service, level of service or service to a site requested within this RFP, are asked to expressly indicate that they chose not to respond to those items. Any submission containing blank responses in the pricing attachment templates included as a part of this RFP will be considered as a non-response to the correlating services that were requested.

### **4.1 Representations**

Please respond to each of the following items in the RFP response:

- The Provider and all subcontractors are authorized to do business in Minnesota. Minnesota law requires anyone working with communications cabling to carry all appropriate licensure and certifications issued by the MN Department of Labor and Industry and other governing authorities.
- The Provider, its affiliates and subsidiaries, have not been notified that they are presently under consideration for debarment and have not in the last three years been debarred or suspended by any federal or Minnesota state governmental agency, except as disclosed by the Provider in its RFP proposals. Disclose if necessary.
- The Provider is not currently under suspension or debarment by the State of Minnesota, or any other state or the federal government. The Provider must certify that it is not currently under "Red Light" status by the Federal Communications Commission and must provide evidence that it is not in Red Light status dated no more than seven (7) days prior to the response submission date. Acceptable evidence is a printout of the Federal Communications Commission Red Light Status page from the Federal Communications Commission Website (<http://www.fcc.gov> ).

- The Provider must disclose whether it is currently or has been the subject of any investigations related to the E-Rate program carried out by the program Administrator, Federal Communications Commission, Department of Justice, or agents working on behalf of any of these organizations.
- The Provider acknowledges that if it is currently under suspension or debarment, its RFP proposals will not be considered. In addition, if the Provider enters into any subcontracts under the awarded contract with subcontractors who are currently suspended or debarred by the State of Minnesota or federal government, or who become suspended or debarred by the State of Minnesota or federal government, during the term of the contract or any extensions or renewals thereof, ALS will have the right to require the Provider to terminate such subcontracts and the contract as a whole.

## **4.2 Changes or Discontinuance of Service**

The Provider agrees that any proposed services offered pursuant to this RFP process will not be significantly changed or discontinued without the written authorization of ALS. Should changes or discontinuation occur, the Vendor agrees to offer a comparable replacement offering at the same or less cost that will be recognized by the E-Rate program as a replacement offering that continues to be eligible for E-Rate discounts.

## **4.3 Non-Collusion Affidavit**

Providers are required to submit a Non-Collusion Affidavit with their proposals. An acceptable template that may be used for your submission with instructions is included in Attachment C.

## **4.4 Financial Information**

Providers must include with their RFP response the latest annual report, or a complete financial statement prepared by an independent certified public accountant, and include the balance sheet and the profit and loss statement for the Provider's latest complete fiscal year. If a financial statement has not been completed for the fiscal period since the annual report of the Provider or subcontractor, a statement from an independent certified public accountant must so state and the last complete financial statement must be included.

A company or organization newly formed for the purpose of responding to this RFP must demonstrate financial strength and stability through substantial commitment of the financial and business resources of the partners forming the new company. To that end, financial information must be submitted which substantiates that commitment and commits the partners to fulfilling the obligations of the new company that will act as the Provider.

It is the prerogative of the Issuing Contact to amend, waive or otherwise change the specific provisions of this section based upon the submission of adequate financial information demonstrating sufficient financial resources available to support any commitments made pursuant to any response to this RFP, in accordance with all applicable laws or regulations. If the Provider submits insufficient financial information or the financial information provided is weak or creates just cause, ALS may require a performance bond or letter of credit in addition to the various SLAs.

## **4.5 Tax Certification**

The successful Respondent shall be required to execute a tax certification in accordance with the applicable laws of the state of Minnesota and the United States of America. The successful Respondent shall also attest in writing that it has not failed to pay any current or prior year tax at any level of government.

## **4.6 Proof of Insurance**

The Provider shall submit with its response a copy of all declaration pages of its liability insurance policies, reflecting all coverages and amounts of insurance in place. See Section 7.7.9 for contractual language that must be included in a proposal for the services requested.

The Provider shall fully disclose all insurance risk that its equipment may place on ALS or the members should any additional coverage, liabilities or other risks fall under the members or ALS responsibilities. In the event that it is necessary that the customer insure equipment that is being used to provide services to ALS and the members, please indicate and disclose the insured value of all equipment located at each site that will need to be covered. The costs associated with ALS and the member libraries needing to provide insurance coverage for Vendor owned equipment will result in point deductions from the overall costs proposal evaluation.

## **4.7 Additional Information**

The Issuing Contact reserves the right to require Providers to submit additional information, drawings, data, etc., for the purpose of clarifying the RFP proposals and/or to request an oral presentation.

## **5 Format of Response**

Service Providers must respond to this RFP utilizing the formats prescribed below in order for a proposal to be considered by ALS for evaluation.

Proposals received after the deadline identified in Section 2 will not be considered for evaluation and shall automatically be rejected.

The response must utilize the provided costs template, "Attachment A" to identify all costs associated with the services being proposed by the Vendor. Addenda to a Vendor's response may be provided to provide further detail and transparency of costs of proposed services, but overall costs must still be summarized in "Attachment A" for a proposal to be evaluated.

All response requirements detailed in Section 4 must be met for a proposal to be considered complete.

The contract terms and conditions detailed in Section 7.7 must be included in the contract being provided as a part of a response. Contract terms and conditions not met in a proposed contract must be explicitly identified in the response. All modifications to the terms and conditions must be seen as favorable improvements to ALS and the member libraries before they will be considered as acceptable modifications.

## 5.1 Electronic Submission Required

The Issuing Contact will only accept digital responses to this RFP, no paper responses will be considered unless also accompanied by a digital submission in the format prescribed below. Each RFP response must be submitted to the Issuing Contact as follows:

**A complete digital copy via email to the email address identified in Section 1.3. Digital copies may be provided by Email attachment or secure online links from services such as, but not limited to SharePoint, Google Drive, OneDrive, or Dropbox. Alternatively, a response files may be submitted on USB memory stick will be accepted if the proposal cannot be sent by Email or other file sharing technologies (see submission instructions below). Under all conditions, the digital submission must be fully inclusive of all response materials and addenda, including schematics, and must be made available so that ALS can fully archive the full response for potential periods of 20 or more years to satisfy mandatory E-Rate document retention requirements.**

- The main body of the electronic copy should be in PDF format.
- Any spreadsheets must be included in both PDF and Excel (version 2013 or later) format.
- “Attachment A” must be provided as a part of your response in Excel format as a separate file in your submission.
- A copy of the contract for services proposed must be provided in an editable Word document (version 2013 or later) that may be marked up and commented in by ALS and ALS’s counsel.
- Any schematics or addenda included in your submission must be clearly identified and referenced throughout your response.

If submitting your proposal on a USB memory stick:

- Your proposal must meet all of the requirements stated above
- Mail or courier your submission to:  
SWWC Service Cooperative  
ATTN: Josh Sumption – ALS RFP  
1420 E College Drive  
Marshall, MN 56258
- Your submission must be received by the RFP submission deadline. Late submissions will be rejected and not evaluated.

## 5.2 Specific Formatting Instructions

All RFP proposals must conform to the following format:

- Tab 1. Table of Contents outlining the information included in the response, including additional subsections and attachment definitions added apart from the mandatory tabs and attachments below.
- Tab 2. Executive Summary – Identification of the services identified in Section 3.1 to which the Vendor has responded. An overview of the Provider’s solution. Include a description of all proposed services and other response highlights as necessary.
- Tab 3. Completed copies of RFP Attachments B, C, and D.
- Tab 4. Acceptances and responses to all RFP requirements detailed in Sections 1, 3, 6 and 7 that are common to all services for which the response covers. If any requirement of this RFP cannot be responded or adhered to for all of the services being proposed in the response, the rational and alternative to the condition must be expressly stated, including the service(s) to which the exception applies.
- Tab 5. Required Response Information requested found in Section 4 of the RFP must be supplied in this tab of the response.
- Tab 6. Narrative and scope of services being proposed in the bid response. The use of subsections clearly identifying proposals for each of the requested services identified in Section 3.1 of this RFP should be followed and clearly identify the associated service that subsection contains. Any Equivalent Alternative proposals for services should also be included in a separate subsection that is clearly identified as an Equivalent Alternative.
- Tab 7. Costs Narratives for all services being proposed in the bid response. Subsections clearly identifying the services from Section 3.1 of this RFP that the associated costs narrative is associated with. Subsections in Section 5 of the response shall match the subsection reference number in Section 4 of the response for the associated services.
- \*The costs narrative shall not replace the specific costs breakdown being requested in “Attachment A” of the RFP, which will also be “Attachment A” in the bid response.
- Tab 8. Narrative and costs of any additional services or information that may complement the services requested in the RFP. Services offered by a Vendor that do not directly complement those requested in this RFP shall not be included in the response.

#### Definitions of Response Attachments

- Attachment A: The Excel document “Attachment A – RFP Pricing Documents” must be included as “Attachment A” in your response and remain in Microsoft Excel Format.
- Attachment B: Contracts for services proposed must be included in your response as files in Microsoft Word format which will be able to be marked up with comments and suggested edits by ALS and its legal counsel. Each attachment must be

clearly identified and reference the service(s) that it is applicable for with total costs, including all applicable fees, clearly identified within.

Other Attachments: Further attachments may be used for schematics, diagrams, exhibitory information, etc. Please provide a complete listing of all attachment files and a description of their contents in the Table of Contents in Tab 1 of the response.

## **6 Invoicing**

In compliance with E-rate program rules, applicants have the right to require Vendors to bill them using either discounted invoices (the Service Provider Invoice, or SPI method) or through a reimbursement process (the Billed Entity Applicant Reimbursement, or BEAR, method). ALS intends to require the Service Provider Invoice (SPI) method of receiving E-Rate discounts for all services requested in this RFP.

### **6.1 Ineligible Services**

Any ineligible services included in the services provided by the Service Provider must be either invoiced separately from eligible services or must be clearly marked on the invoices as ineligible (with all costs associated with those services separated from eligible costs).

### **6.2 Incorrect Invoices**

Any invoices provided by the Service Provider that are incorrect in whole or in part will not be paid by ALS. ALS will require the Service Provider to issue a corrected invoice in which any errors are rectified. Service credits or other credits on the bill will not be acceptable.

### **6.3 Taxes and Fees**

ALS will not pay any taxes or fees which are not identified in the Service Provider's bid response. The Taxes and Fees that will be invoiced by you to ALS must be included in the costs that you propose for those services in Attachment A. The only exception to this will be new taxes or fees imposed by state or federal authorities; in the event a new tax or fee is imposed by a federal authority, the Service Provider must make ALS aware of that tax or fee prior to or during the next Form 471 cycle, and ALS will include that tax or fee in the Form 471 and pay it starting with the next funding year. The Service Provider will be responsible for any and all taxes and fees that do not meet these provisions.

### **6.4 Billing Prior to-E-Rate Approval**

It is possible that the E-Rate funding commitment will occur after the respective start date of service date. In such an event:

Regarding Monthly Recurring Costs (MRC): The billable entity will pay full price for all MRC until the E-Rate funding commitment is made. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to ALS, at the sole discretion of ALS.

Regarding Non-Recurring Costs (NRC): The billable entity will only pay the non-discounted portion of the NRC until the E-Rate funding commitment is made, without penalty. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to ALS, at the sole discretion of ALS.

If the discount rate changes during the approval process, the Service Provider shall not charge late fees or penalties for the affected amount.

The Service Provider must affirm its willingness and ability to accommodate the above scenarios.

## **7 Contract Terms and Conditions**

The successful Service Provider agrees to enter into a contract whose material terms are set forth below. Any exception to those terms and conditions must be provided and explicitly noted as an exception in the Service Provider's bid response. All exceptions must explicitly be noted as such in the bid response; it is insufficient to state a contradictory term or condition without explicitly indicating that the contradictory term or condition is an exception to the terms and conditions of the RFP. It is also insufficient for a Provider to incorporate a document by reference or cite an external document for terms and conditions. Acceptance (or rejection) of any exceptions proposed is at the sole discretion of ALS.

Any contract terms or conditions not included in the Service Provider's bid response will neither be considered nor accepted. Acceptance of any terms or conditions proposed by the Service Provider is at the sole discretion of ALS.

### **7.1 Contract Period**

ALS is seeking a multi-year contract with an initial term of 5 years and up to 5 optional 1-year extensions that may be exercised at the sole discretion of ALS. This contract will extend from the time it is signed until the end of services in the final contract or in an amendment to the final contract.

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

All work must be done within a timeframe that complies with the requirements of the E-rate program; if the winning Vendor fails to complete work within the compliant timeframe, the Vendor assumes full liability for any penalties or lost funding due to the missed timeframe and agrees not to shift any costs to the applicant associated with missed timeframe or deadlines. The applicant anticipates that all services under this contract will begin on July 1, 2022.

Ultimately, the negotiated start of service date that is included in the contract will be used as the premise for any late start penalties.

### **7.2 Consolidation of Contracts**

Provider must identify the benefits to be gained if ALS chooses to consolidate multiple services defined in section 3 under a single Provider agreement as opposed to offering the contracts for the requested

services to multiple Providers. If a Vendor does not expressly define these benefits, it will be assumed that all services proposed by the Service Provider can be individually awarded without any loss of benefits to ALS.

### **7.3 Contract Submission**

Please submit contract language for the contract to be awarded which will reflect the terms detailed in this RFP. Contract negotiations will take place in the period defined in the timeline in section 2.

### **7.4 Contract Execution**

The contract will reflect the Provider's responses to the RFP requirements and must not simply reproduce the Provider's standard terms and conditions. Immediately after receiving a first draft, the Provider and ALS will commence negotiations on any disputed contract language with the goal of reaching agreement on terms and conditions within 2 business days.

The Issuing Contact will conduct the negotiations with the Service Provider on behalf of ALS and the participating members. Individual members shall not have the opportunity to negotiate separate terms for the services purchased through this RFP and will be presented with final terms and conditions at the conclusion of negotiations.

As soon as all contract negotiations are complete, the final service parameters will be delivered to the Service Provider. All contract negotiations shall be complete by March 21, 2022.

If the successful Respondent fails or refuses to promptly negotiate or execute a contract consistent with this RFP and the Provider's response, the Issuing Contact may, at his option, disqualify and reject the proposal, discontinue communications with the Provider, commence contract negotiations with any other Provider or subcontractor, or reject all RFP proposals.

In all cases, the selected Provider must agree to execute all service agreements with ALS no later than 11:00 AM CST on March 22, 2022.

### **7.5 Order of Precedence**

The Provider's proposal is to be included as additional exhibit attachments to the awarded contract. In the event the parties dispute the contract terms, the language of the contract (including the exhibits attached thereto) shall be the first point of reference for interpretation of the contract; the final proposal shall be the second point of reference; and this RFP shall be the third point of reference.

### **7.6 Contract Site Flexibility**

In the event that a member's site is relocated or closed prior to the completion of the contract term, please indicate whether the Provider will allow a partial termination of the contract to remove a site from the contract, and on what terms. The contract must expressly include price ceilings that include all costs associated with the relocation of sites including, but not limited to, those listed in section 3.2.2.

## **7.7 Terms and Conditions Governing the Contract**

The terms and conditions governing the contract are as follows:

### **7.7.1 Cotermious**

Any modifications to the contract, such as equipment substitutions, location changes, or other adjustments will be cotermious to the original contract and any amendments or extensions thereto.

### **7.7.2 Level of business**

The contract is awarded without any guarantee, implicit or otherwise, as to the level of business any Service Provider will receive.

### **7.7.3 Service substitutions**

ALS reserves the right to make service substitutions, as permitted under E-rate program rules, provided such substitutions are allowed by federal, state, and local law and procurements policies.

### **7.7.4 SPIN changes**

ALS reserves the right to change Service Providers if there is a legitimate reason to do so (i.e., breach of contract by the Service Provider or an inability on the part of the Service Provider to perform requested services).

### **7.7.5 Limitations of Liability**

ALS will not agree to any disclaimers or limitations of liability for the Service Provider.

### **7.7.6 Funding Contingency**

The proposed contract is contingent upon the appropriation of sufficient funds by ALS to pay its portion of the costs as well as receiving funding from appropriate federal, state, and other sources. If funds are not appropriated, Service Provider agrees to take back any goods furnished, terminate any services, and relieve ALS of any future obligations under the Proposed Contract upon notice of same.

### **7.7.7 Postpone Delivery**

ALS, at its sole discretion, reserves the right to postpone delivery of services and/or goods until USAC makes a Funding Commitment or to terminate the Proposed Contract without future liability in the event funding is denied.

### **7.7.8 Liability**

The Service Provider assumes full liability for all of its acts and/or omissions in the performance of the Proposed Contract, as well as the acts and/or omissions of its subcontractors. The Service Provider shall indemnify and hold harmless ALS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against ALS as a result of granting of the Proposed Contract to said Service Provider. The Service Provider further agrees to indemnify and hold harmless ALS and all of its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which may occur as a result of the

performance of services provided for under the Proposed Contract or that may result from the carelessness or neglect of said Service Provider, its agents, subcontractors and/or employees. If judgment is recovered against ALS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Service Provider, its agents, subcontractors and/or employees, the Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees and/or other expenses resulting therefrom. The Service Provider shall indemnify ALS against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract. The Service Provider shall not be relieved of any liability for damages sustained by ALS by virtue of any breach of the Proposed Contract by the Service Provider, and ALS may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to ALS from the Service Provider for said breach is determined. The Service Provider agrees that breach of the Proposed Contract by the Service Provider shall result in irreparable and continuing damage to ALS for which money damages may not provide adequate relief. Therefore, any breach of the Proposed Contract by the Service Provider shall entitle ALS to both preliminary and permanent injunctive relief in addition to any monetary damages.

### **7.7.9 Insurance Requirements**

The Service Provider shall be responsible for all losses that fall under any deductibles on required insurance coverage. If subcontractors are employed, the Vendor shall procure and maintain any bodily injury and property damage liability insurance for and on behalf of the Vendor for claims and damages resulting from acts of subcontractors in the same amounts as required for claims and damages resulting from acts of the Vendor

The Service Provider agrees to indemnify and render ALS and its members harmless from any and all claims, demands, damages, actions, or causes of action, to arise against ALS or its members by reason of the Vendor's performance of the contract. ALS shall be named as an additional insured on the required liability policy. Such insurance shall be acquired for and on behalf of the Vendor in protecting the Vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations by the Vendor or any directly or indirectly employed by the Vendor. A Vendor shall be required, as a minimum, to carry the following insurance coverage and types:

- a. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 each occurrence, and \$1,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent contractors, products and complete operations, contractual liability, and personal injury liability.
- b. Business and Auto Liability: Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- c. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also must include offsite and in transit exposures.

d. Worker's Compensations:

|                         |                                                                                               |
|-------------------------|-----------------------------------------------------------------------------------------------|
| * State:                | Statutory                                                                                     |
| * Applicable Federal:   | Statutory                                                                                     |
| * Employer's Liability: | \$100,000 per accident<br>\$500,000 Decease, Policy Limit<br>\$100,000 Decease, Each Employee |

### **7.7.10 Independent Contractor**

Service Provider stipulates that in performing the Proposed Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership, or joint venture is created by the Proposed Contract. The Service Provider has the sole obligation to pay any contribution or taxes required by local, state, or federal authorities imposed on or measured by income generated pursuant to the Proposed Contract. ALS shall not be charged any obligation or responsibility whatsoever for extending any fringe benefits to non-ALS employees. Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which the Service Provider or any of its employees claim to be or to have been an employee of ALS during the period of time covered by the Proposed Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against ALS on the Service Provider's behalf, the Service Provider will request such agency or court to dismiss such matter.

### **7.7.11 Assignment**

Service Provider agrees not to assign the performance of the contract or any portion thereof to any other person without prior written consent from ALS. If the Service Provider assigns or subcontracts its obligations without such consent, ALS shall have the right, in its sole discretion, to rescind the Proposed Contract and to declare the same null and void. In such event, the Service Provider understands and agrees that it shall be liable for the cost of ALS to obtain like services from another Service Provider.

### **7.7.12 Waiver**

The waiver or failure of either party to exercise in any respect any rights provided for in the Proposed Contract shall not be deemed a waiver of any further right under the Proposed Contract.

### **7.7.13 Accurate costs**

Service Provider agrees to absorb the cost of any taxes, fees, charges, or other costs not included (or inaccurately characterized) in the Service Provider's bid response.

### **7.7.14 Priority**

Service Provider agrees that the final contract shall incorporate the terms and conditions of the RFP, minus any agreed upon exceptions, and that the RFP will be incorporated into the final contract.

### **7.7.15 Jurisdiction**

Service Provider agrees that all legal disputes will be resolved through the appropriate judicial processes for the state of Minnesota.

### **7.7.16 Pricing and Terms**

Service Provider agrees to honor the pricing and terms included in the bid response for a period of at least 180 days after the submission of the bid response and, should the Service Provider be awarded the contract, for the duration of the contract and any contract extension(s).

### **7.7.17 Advertising**

Service Provider agrees not to use ALS, the name of ALS, or any media related to the work done at ALS for promotional purposes without written authorization from ALS.

### **7.7.18 Funding Responsibility**

Service Provider agrees to assume full responsibility (including financial responsibility) for any loss of E-rate funding resulting from action or inaction on the part of the Service Provider, including liability for liquidated damages in the amount of ALS's discounted portion on the funding requests so denied. In addition, the Service Provider shall be liable to ALS for any legal or consulting fees incurred by ALS in appealing, responding to FCC or USAC inquiries, or otherwise incurred in attempting to remedy violations of E-rate program rules and regulations by the Service Provider.

### **7.7.19 Termination**

Service Provider agrees to allow ALS to, upon written notice to Service Provider, terminate the Proposed Contract in whole or in part with 30 days' notice if the Service Provider fails to perform the services or deliver the items sought herein as specified, or if Service Provider fails to conform to any of the conditions set out in the Proposed Contract. The Proposed Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within five (5) business days. In the event of termination, ALS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Service Provider for use in completing the Proposed Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.

### **7.7.20 Notifications**

Notices to either party shall be sent by certified or registered mail to the signatories on the Proposed Contract.

### **7.7.21 Licensure**

The Service Provider covenants to have any and all licenses and permits required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.

### **7.7.22 Debarment**

In certain circumstances, the FCC may debar individuals or firms from participating in the E-rate program. ALS reserves the right to cancel the Proposed Contract should the Service Provider be or become debarred during the term of the agreement. Service Providers may not subcontract with any other Service Provider or Consultant that has been debarred.

### **7.7.23 Indemnifications**

Any and all claims that arise or may arise against the Vendor or its agents, servants, or employees as a consequence of any act or omission on the part of the Vendor or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of ALS and its members. The Vendor shall indemnify, hold harmless, and defend ALS and its employees and members against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that ALS and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract.

ALS and its members shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

### **7.7.24 Default**

- a. *Force Majeure:* Neither party shall be held responsible for delay nor failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:

- \* Fire
- \* Flood
- \* Epidemic
- \* Strikes
- \* Wars
- \* Acts of God
- \* Unusually severe weather
- \* Acts of public authorities
- \* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

- b. *Inability to Perform:* The Vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by ALS. The Vendor shall immediately notify ALS in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the

agreed-upon quality and quantity of services. Upon such notification, ALS shall determine whether such inability requires a modification or cancellation of the contract.

- c. *Duties to Mitigate:* Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

#### **7.7.25 Nondiscrimination:**

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination.

#### **7.7.26 Access to Records/Audit:**

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the ALS and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

#### **7.7.27 Safety**

The Vendor will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Lock-Out Tag-Out, etc.

#### **7.7.28 Tobacco**

No person may smoke or use a tobacco product (1) in any building or upon any grounds owned or leased and occupied by ALS or its members, or (2) in any location or facility during any ALS-sponsored program, activity, or event, regardless of the location of such activity or event.

The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe, including any "electronic" version of any tobacco related product. The term "use a tobacco product" shall include chewing of tobacco or snuff or the consumption of any other tobacco product.

## **8 Criteria for Selection**

Proposals will be evaluated by a committee of ALS and school representatives selected by the Issuing Contact. The evaluators will use the scoring matrix below to evaluate each proposal submitted as a part of the bid.

| <b>Evaluation Criteria</b>                                                                                                                                                                                                                                          | <b>Possible Score</b> | <b>Evaluators' Score</b> | <b>Comments</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------|-----------------|
| <b>1 Compliance with General Provisions of RFP</b>                                                                                                                                                                                                                  | <b>2.5</b>            |                          |                 |
| <b>2 RESPONSE TO Statement OF WORK</b><br><b>2.1 Understanding OF ALS'S INTENT</b><br><b>2.2 Technical Requirements and Features Proposed</b><br>2.2.1 WAN Services<br>2.2.2 Internet Services<br>2.2.4 Network Operations<br>2.2.5 Overall Service Design          | <b>15</b>             |                          |                 |
| <b>2.3 Project Planning and Network Launch</b><br>2.3.1 Installation of Services<br>2.3.2 Target Start of Service Dates<br>2.3.3 Project Plan<br>2.3.4 Testing and Acceptance Plan                                                                                  | <b>10</b>             |                          |                 |
| <b>2.4 Business Administration Capabilities</b><br>2.4.1 Project Experience<br>2.4.2 Desired Company Qualities<br>2.4.3 Billing<br>2.4.4 Financial Health of Company<br>2.4.5 Prior Experiences with Vendor<br>2.4.6 Additional Items Related to Company Experience | <b>15</b>             |                          |                 |
| <b>2.5 PRICING FOR E-RATE ELIGIBLE SERVICES (LOWER COSTS = MORE POINTS)</b>                                                                                                                                                                                         | <b>35</b>             |                          |                 |
| <b>2.6 PRICING FOR NON E-RATE ELIGIBLE SERVICES (HIGHER COSTS = FEWER POINTS)</b>                                                                                                                                                                                   | <b>5</b>              |                          |                 |
| <b>2.7 VALUE ADDED / SINGLE SOLUTION PROVIDER FOR ALL REQUESTED SERVICES.</b>                                                                                                                                                                                       | <b>10</b>             |                          |                 |
| <b>3 Additional Response Requirements</b>                                                                                                                                                                                                                           | <b>2.5</b>            |                          |                 |
| <b>4 Contract Conditions</b>                                                                                                                                                                                                                                        | <b>5</b>              |                          |                 |
| <b>Total</b>                                                                                                                                                                                                                                                        | <b>100</b>            |                          |                 |

For unbundled proposals, like-services will be scored against each other (such as Internet-Only). Evaluators may score combinations of unbundled proposals at their discretion.

**In accordance with E-Rate regulations, the price of E-rate eligible goods and services will be the most heavily weighted factor for all decisions.**

## **ATTACHMENT A: RFP COSTS PRICING DOCUMENTS**

Please see the referenced spreadsheet for additional school-by-school information for entities involved in this RFP process. This document also includes detailed pricing templates that must be utilized as a part of a Vendor response to this RFP. A Microsoft Excel version of this spreadsheet is located at <https://www.swwc.org/ALSFP> for your convenience.

**ATTACHMENT B:**  
**RESPONSE COVER PAGE**

The provided response cover page must be completed in its entirety as an acknowledgement and acceptance of the terms and conditions outlined in this RFP in its entirety. The cover page must be included in the Vendor response as a part of Tab 3.

**Arrowhead Library System WAN Request for Proposal (RFP) 2022 Cover Page**

This page must be completed and included at the beginning of the bid response.

This request for proposal (RFP) consists of the main RFP document, in addition to all attachments, appendices, exhibits, and addenda issued. The full scope of the RFP is outlined in Section 1.4.

Arrowhead Library System (“ALS”) is soliciting competitive sealed proposals from Service Providers to provide Wide Area Network and Internet Services complying with all terms and conditions described in this RFP. Proposals will be accepted no later than March 16, 2022. Proposals must be submitted in the manner and in the format set forth in the RFP.

By signing below, the Service Provider’s representative certifies on behalf of the Service Provider that:

- Signatory has the legal authority to bind the Service Provider responding to the RFP; to provide the services subject to the RFP, and to provide those services under the name of the holder of the Service Provider Information Number (“SPIN”) listed in Section 1.17.5;
- Signatory has read and agrees to the RFP Requirements set forth in Section 4 of this RFP;
- Signatory has read and agrees to the Contract Terms and Conditions set forth in Section 7; and
- The prices in the Service Provider’s Proposal have been arrived at independently, and have not been divulged, discussed, or compared with the Proposals of other respondents. No attempt has been made or will be made to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

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Service Provider

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SPIN

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Signatory Name

---

Signatory Title

---

Signature of Signatory

---

Date

---

Signatory Email Address

---

Signatory Phone Number

## **ATTACHMENT C:**

### **NON-COLLUSION AFFIDAVIT INSTRUCTIONS AND FORM**

1. This Non-Collusion Affidavit is material to any contract pursuant to this RFP. This Non-Collusion Affidavit must be submitted together with the response.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Respondent with final decision-making authority over prices and the amounts quoted in the RFP.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a response submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the response or bid.

**NON-COLLUSION AFFIDAVIT**

Project Name: Arrowhead Library System WAN and internet 2022

Owner: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount stated in this bid or response have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by the Owner in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any

misstatement in this affidavit is and shall be treated as fraudulent concealment from Owner of the true facts relating to the submission of bids for this Agreement.

---

Signature

---

Date

---

Name

---

Title

**ATTACHMENT D:**  
**E-RATE PROGRAM RULES AND BID COMPLIANCE**

The questions included in this attachment must be completed as a part of a response to this RFP. The questions must be included in your response, in complete form, within Tab 3 of the bid document.

### Part A - SPIN Number Information

1. Provide in the following space the SPIN Number that the Service Provider will be using to provide the services subject of this RFP :  

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2. Indicate the entity name associated with this SPIN number (if uncertain, this information can be found at <https://slweb.usac.org/Spin/Search>):  

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3. Provide the documentation from the USAC web site proving that the entity name associated with this SPIN number is consistent with your response in Number 2 above. Check "Yes" if the documentation is provided in this response:  
☐ Yes ☐ No  
(If "No" is checked, the RFP response may in ALS's sole discretion be deemed non-responsive and ineligible for award.)
4. If the name of the Service Provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN number provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Service Provider responding to this RFP and the entity associated with the SPIN number that allows the Service Provider responding to the RFP to provide the services under the SPIN number provided. Please attach and include it in Section 3 of the Service Provider's response, if applicable.
5. Check "Yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN number, or the name of the entity associated with the SPIN number d/b/a name of Service Provider responding to the RFP.  
☐ Yes ☐ No

If "No" is checked, the RFP response may at ALS's sole discretion be deemed non-responsive and ineligible for award.

### **Part B – FCC Registration Number**

Service Provider's FCC Registration Number is as follows:

---

Check here to confirm Service Provider has provided its FCC Registration Number:

☐ Yes

☐ No

If "No" is checked, the RFP response may at ALS's sole discretion be deemed non-responsive and ineligible for award.

### Part C – FCC Red Light Status

Service Provider confirms that it has not been placed on “red light” status either currently or at any time during the prior three E-rate funding years:

☐ Yes

☐ No

If Service Provider has checked “No”, please provide relevant information regarding the circumstances that Service Provider was placed on “red light” status:

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ALS, at its sole discretion, may reject the response in its entirety from a Service Provider if ALS deems the underlying reasons for the red light status to be materially detrimental to ALS’s E-rate funding request.

#### **Part D – Debarment Status**

Service Provider certifies that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program:

☐ Yes

☐ No

If Service Provider checked “No”, the RFP response will be deemed non-responsive and ineligible for award.

### Part E – Free Services

Service Provider certifies that there are no free products or services offered in conjunction with this proposal:

☐ Yes, free services are not included      ☐ No, free services are included

If “Yes” is checked above, please leave the rest of this page blank. If “No” is checked above, please identify what the free products and services are in the provided space:

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The value of the free products or services listed above is as follows: \$ \_\_\_\_\_

If “No” is checked above, please check “Yes” or “No” to indicate that the value of the free products or services associated has been included in the Cost Proposal Worksheet:

☐ Yes      ☐ No

ALS, at its sole discretion, may reject the response in its entirety from a Service Provider if ALS deems the value or nature of the free services being offered may be materially detrimental to ALS’s E-rate funding request.

### **Part F – Proffer of Insurance Coverages**

1. Service Provider has attached a certificate of insurance evidencing insurance coverage in amounts set forth in the RFP in this response:

☐ Yes ☐ No

2. If “Yes” is checked in Number 1, will Service Provider obtain insurance with the Arrowhead Library System named as an additional insured if awarded a contract?

☐ Yes ☐ No

If “No” is checked in Number 1 or Number 2, the RFP response will be deemed non-responsive and ineligible for award.

### **Part G – Duplication of Service**

Certify “Yes” if Service Provider’s Proposal does not contain any duplication of service.

☐ Yes

☐ No

If “No” is checked, the RFP response may in ALS’s sole discretion be deemed non-responsive and ineligible for award.

## **Part H – Cost Proposal**

Check here to confirm Service Provider’s understanding that ALS will not be responsible for any costs not expressly included in the Cost Proposal Worksheets:

☐ Yes

☐ No

If “No” is checked, the RFP response may at ALS’s sole discretion be deemed non-responsive and ineligible for award.

Note that if “Yes” is checked, Service Provider shall be prohibited from charging ALS any charges or fees, however labeled, not specifically set forth in the Cost Proposal Worksheets.

## **APPENDIX 1: RFP CHANGE LOG**

-Currently, no changes are noted-