



***Wide Area Network/ISP Services***

***Request for Proposals (RFP)***

Publication Date: November 08, 2021

**Due Date: December 22, 2021, by 1:00 PM CST**

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## 1 ADVERTISEMENT

NOTICE is hereby given that Pioneerland Library System will receive sealed proposals to supply, deliver, and construct a Wide Area Network and Internet Service provision for member sites as called for in these specifications.

Signed and Sealed Proposals will be received by the due date below via postal delivery, courier, or hand delivery by Proposer. There will be no public opening of Proposals. All proposals will be reviewed internally, and the results of all decisions announced to all Proposers in writing.

Proposal Due Date:	<b>December 22, 2021 by 1:00 PM CST</b>
Delivery Location:	Pioneerland Library System Main Offices 410 5th St SW PO Box 327 Willmar, MN 56201 (320) 235-6106 Attn: Beth Lunn

Proposers will include one (1) original and two (2) copies of the Proposal response in printed format. One (1) copy in electronic format is also required. Acceptable electronic file formats include Adobe Acrobat®, Microsoft Word®, and Excel®. The electronic files will be stored on a USB drive and included with the submitted printed Proposals. In addition, one (1) printed copy, and one (1) electronic copy of the proposal will be sent to True North Consulting Group, 3048 Hillcrest Drive, Waco, TX, 76708.

There is a **mandatory** Pre-Proposal (vendor) meeting on Tuesday, November 16 at 10:00 AM held via Zoom web conference:

<https://us02web.zoom.us/j/83969929922?pwd=bzhTLzhmcllQM0xXZzVRT3R0dzRUQT09>

Meeting ID: 839 6992 9922

Passcode: 076079

Proposals will not be accepted from vendors who do not attend this meeting.

These specifications are available online at: <https://www.pioneerland.lib.mn.us/rfp/> or via the USAC site <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

For information or to submit questions concerning this project, please contact:

Daniel Kronke  
True North Consulting Group  
[daniel.kronke@tncg.com](mailto:daniel.kronke@tncg.com)

## 2 GENERAL INFORMATION AND PROPOSAL SUBMISSION

### 2.1 Important Dates

Proposal Publication Date:	November 08, 2021
<b>Mandatory</b> Pre-Proposal Conference:	November 16, 2021, at 10:00 AM Central Via Zoom web conference: <a href="https://us02web.zoom.us/j/83969929922?pwd=bzhTLzhmcllQM0xXZzVRT3R0dzRUQT09">https://us02web.zoom.us/j/83969929922?pwd=bzhTLzhmcllQM0xXZzVRT3R0dzRUQT09</a> Meeting ID: 839 6992 9922 Passcode: 076079
Questions Due in Writing by:	November 19, 2021, by 5:00 PM
Date for last addendum by Owner:	November 23, 2021
<b>Proposal Due Date and Time:</b> (For more details, see Proposal Document Submission)	<b>December 22, 2021, by 1:00 PM</b>
Intent to Award Notice (estimated):	January 21, 2022
Contract Executed (estimated):	February 17, 2022
Completion of Work (including testing):	June 23, 2022
Cutover and Billing Start:	July 1, 2022

### 2.2 General Information – Scope of the Project

1. Pioneerland Library System (PLS) wishes to have **high capacity leased bandwidth transport services and Internet access** provided at 32 sites distributed throughout nine counties in Minnesota. In addition, ongoing firewall services are required at the Main Library site in Willmar (as a standard component of the Proposer's Internet access service), with an Add Alternate for resilient firewall services at a secondary site (in case of fiber failure at Willmar). For a list of sites with addresses, refer to **Exhibit A**. See also [TECHNICAL SPECIFICATIONS](#).
2. The anticipated contract term is 36 months (3 years), with services beginning July 1, 2022. PLS is unable to pay for any services related to the new contract before that date. There will also be two (2) optional one-year extensions following the initial term. The Owner will have sole discretion to exercise the optional one-year contract extensions.
3. Respondents are advised that the Owner intends to award a single contract covering all requested sites. Responses that do not include all requested sites may be disqualified.
4. The Pioneerland Library System's intent is to have contracted services for all sites in place by July 1, 2022. However, if the Respondent's Proposal requires facilities build-out that could not be completed by that date, the Respondent may propose a phased cutover. In such a case, Respondent must confirm that it will continue to provide services in the interim with the current provider. Respondent must include all costs for these interim services in its proposal.

5. Transport facilities are required to be Ethernet over Fiber and be the same for all sites.
6. Respondent is expected to furnish all needed components, connectors, cables, miscellaneous materials, and installation (labor) to implement proposed connectivity.
7. This project and the ongoing services include providing necessary materials and equipment; shipping and delivery; installation; configuration; labeling; testing; provision of documentation; and ongoing transport connectivity and internet services (see Technical Specifications for additional requirements and details).
8. For additional information and specifications, refer to [TECHNICAL SPECIFICATIONS](#).
9. PLS site list with current speeds:

Site Name	Existing Speed
Appleton Public Library	30Mbps
Atwater Public Library	30Mbps
Benson Public Library	50Mbps
Bird Island Public Library	25Mbps
Brownton Public Library	25Mbps
Canby Public Library	30Mbps
Clara City Public Library	25Mbps
Cosmos Public Library	30Mbps
Dassel Public Library	25Mbps
Dawson Public Library	25Mbps
Fairfax Public Library	25Mbps
Glencoe Public Library	50Mbps
Graceville Public Library	25Mbps
Granite Falls Public Library	25Mbps
Grove City Public Library	25Mbps
Hector Public Library	25Mbps
Hutchinson Public Library	50Mbps
Kerkhoven Public Library	25Mbps
Lake Lillian Public Library	25Mbps
Litchfield Public Library	50Mbps
Madison Public Library	25Mbps
Maynard Public Library	25Mbps
Milan Public Library	25Mbps
Montevideo Public Library	30Mbps
New London Public Library	25Mbps
Olivia Public Library	30Mbps
Ortonville Public Library	50Mbps
Raymond Public Library	25Mbps

Renville Public Library	30Mbps
Spicer Public Library	30Mbps
Winsted Public Library	30Mbps
Willmar Public Library/PLS Office	1Gbps

### 2.3 Universal Service Fund Program Compliance

**The Proposer must qualify for the Federal Universal Service Fund (e-rate) program** and be willing to accept payment as specified by the Schools and Library Corporation (SLC) regulations. Please ensure that your offer complies with the requirements of that program.

**Before contract signing, proposers must have an SLC authorized "Service Provider Identification Number" (SPIN).**

### 2.4 Definitions

1. Building Penetration Point - the physical location where the Contractor's cabling enters into a building.
2. Building Entrance Facility - an interior area at or near (within 50 feet of) the building penetration point. The Contractor may install a cable termination enclosure at the Building Entrance Facility, as required due to code or per standard industry practices.
3. Contractor – A Respondent selected to perform the services via this solicitation, also referred to as successful Proposer and Provider.
4. Demarcation Point - the switch (owned by PLS) to which the Contractor must make a connection. This may also be referred to as the Handoff Point.
5. Final Acceptance - the date PLS provides written notice that all requirements have been met and considers the construction work completed.
6. Hand hole – An underground enclosure inside which fiber is accessible. Also referred to as vault.
7. MER/Main Equipment Room - the location that houses PLS' primary network equipment at a site.
8. Latency –the time it takes a packet to travel roundtrip between two sites, measured in milliseconds.
9. Owner – Pioneerland Library System (also referred to as PLS.)
10. Packet Loss – the number of packets that do not arrive at their destination intact, expressed as a percentage of the total number sent.
11. Penetration Point - see Building Penetration Point
12. Proposer/Respondent - A person or company who provides an offer in response to this solicitation. The terms respondent, responder, or vendor may also be used.
13. Provide – to furnish, install, connect, and test, unless specifically stated otherwise.
14. Remedy – the action to be taken if the referenced service level or contract term or condition is not met.



15. Response - The offer received from a vendor in response to a solicitation.
16. Service Level Agreement (SLA) – an agreement between the Owner and Contractor, defining the nature of the service provided and establishing a set of metrics to be used to measure the level of service provided, measured against the agreed level of service.
17. Solicitation - The process used to communicate procurement requirements and to request responses from interested vendors.
18. Standard - A requirement, method, procedure, or recommendation (guideline) defined by a group, organization, association, or committee intending to govern or provide guidelines for work that has been referenced here in this proposal package. If an actual standard does not exist, then an accepted and generally common industry practice will apply as if a true standard.
19. Subcontractor – Will mean any corporation, partnership, or individual having a direct contract with the Contractor to provide services for this project, but will not mean any corporation, partnership, or individual who merely furnishes materials to the Contractor. A Subcontractor will include any organizations or companies from which the Contractor has secured last-mile connectivity or other services to fulfill the contract.
20. Vendor - A business that provides services such as those requested in this solicitation and who may respond to this RFP. See also, Proposer.
21. Work – All labor necessary to produce the system/services required by the contract documents and all materials and equipment incorporated or to be incorporated in the project by the Contractor and its Subcontractors.

## **2.5 Background Information**

The Pioneerland Library System (PLS) is a consolidated regional public library system with 32 member libraries located in nine counties in west/central Minnesota: Big Stone, Chippewa, Kandiyohi, Lac qui Parle, McLeod, Meeker, Renville, Swift, and Yellow Medicine.

For more information about PLS, refer to its website at <http://www.pioneerland.lib.mn.us/index.htm>

The current PLS WAN is a leased, private data infrastructure consisting of Ethernet-based services to all sites. All sites except Canby currently have physical connections via fiber. See also [Existing Conditions](#)

## **2.6 Questions about this RFP**

It shall be the Proposer's responsibility to learn all aspects of the RFP requirements. Should any details necessary for a clear and comprehensive understanding be omitted or any error appear in the RFP documents, or should the Proposer note facts or conditions which, in any way, conflict with the letter or spirit of the RFP documents, it shall be the responsibility of the Proposer to obtain clarifications before submitting a proposal.

Questions concerning this design/document should be directed in writing or via email only (no phoned or verbal questions will be accepted) to:

Daniel Kronke

True North Consulting Group  
Email: [Daniel.Kronke@tncg.com](mailto:Daniel.Kronke@tncg.com)

Questions may not be directed to PLS personnel or any other parties.

**Questions may be submitted only until the date and time listed under Important Dates.** After that time, no further questions will be accepted.

## **2.7 Addenda**

Addenda are any graphic or written instruments issued by PLS before the date for receipt of proposals that modify or interpret the proposal document by additions, deletions, clarifications, or corrections.

It is the Proposer's responsibility to make an inquiry regarding the addenda issued. Every Proposer will be bound by such addenda, whether or not received or acknowledged by the Proposer.

No addenda will be issued later than 28 days before the time and date for receipt of proposals except an addendum postponing or withdrawing the request for proposal.

## **2.8 Pre-Proposal/Vendors' Conference**

All potential Proposers interested in responding to this RFP are **required** to attend a Pre-Proposal/Vendors' Conference on the date, at the place and time designated in the [Important Dates](#) section.

## **2.9 Project Familiarity**

1. Each Respondent will be presumed to be thoroughly familiar with the specifications, drawings, general, supplementary, and special conditions, and all of the terms, directions, and conditions of the contract documents, whether contained herein or included as a part of the specifications.
2. All Respondents are allowed to visit the sites of the work and to inform themselves as to the existing conditions. Site visits will be by appointment only and coordinated with the Owner. Failure to do so will in no way relieve the successful Proposer from performing all work required for completion of the contract in accordance with the specifications and contract terms.
3. Any verbal information gathered by the Respondent from local library personnel or the Owners representatives during site visits will not be considered part of the project unless specifically referenced within an issued Addendum. Respondents will direct any and all questions related to the sites to the Owner in written form.
4. Submission of a Proposal will be conclusive evidence that the Respondent has visited the sites as deemed necessary by the Respondent, has been informed of, and is satisfied, as to the conditions to be encountered in performing the work, and as to the requirements of the specifications, related documents (if any) and including all issued Addenda.

5. No allowance will be made for the failure of a Proposer to estimate correctly the costs or any difficulties attending the performance of the contract.
6. The Proposer is expected to base its proposal on materials and equipment complying fully with the specifications.
7. These specifications are considered minimum and are derived from the knowledge and experience of PLS at the time of preparation. The stated specifications in no way alter the Proposer's responsibility to provide complete and satisfactory equipment and services for all systems described in the proposal, nor its assurance for interfaces to all other systems supplied by other Proposers.
8. Successful Proposer will be required to coordinate and integrate its respective work and equipment with all other Contractors associated with this project.

### **2.10 RFP Clarifications**

After the Pre-Proposal Conference, questions submitted before and during the conference and answers to those questions will be distributed as or within an Addendum via email to all known participants.

Only clarifications issued in writing shall be considered part of the RFP document.

### **2.11 Alternate Proposals**

Respondents may provide multiple proposals with different options for the contract called for as long as all requirements found in these specifications are met.

If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

### **2.12 Exceptions**

Exceptions to any part of the requirements stated in this RFP must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in tab 3 of the Proposer's response (see "Proposal Response Format"). Exceptions PLS deems unacceptable may be cause to reject a response.

### **2.13 Proposal Document Submission**

All responses must be received by the date and time listed in the Important Dates section of this RFP. **All proposals must be labeled: "Response to PLS WAN RFP."**

A total of three hard copies and two electronic copies of the proposal (see below for requirements) and any other documents submitted with the proposal **shall be mailed or submitted to:**

<b>Submittal 1 – OFFICIAL Response</b>	<b>Submittal 2</b>
Submit one (1) original paper copy (with original signature), two (2) paper copies, and one (1) electronic copy on USB device to:	Submit one (1) paper copy and one (1) electronic copy on USB device to:
Pioneerland Library System 410 5th St. SW PO Box 327 Willmar, MN 56201 <b>Attn:</b> Beth Lunn	True North Consulting Group 3408 Hillcrest Dr Waco, TX 76708 <b>Attn:</b> Mike Indergard

**2.14 Proposal Response Format**

Each vendor must respond with its proposal organized in the following sections. Please submit all hard copy responses bound, with tabs dividing the sections. Electronic versions may be a single file or multiple files but must follow the same organization.

Company brochures may be included on an optional basis but will not be considered as a substitute for the information requested herein, which must be all-inclusive in the response submittal.

Responses that fail to include any of the listed items may be disqualified.

**2.14.1 Corporate information - tab 1**

Provide a concise overview of the Proposer's organization, including, as a minimum, the following information.

1. Legal structure (i.e., corporation, partnership &, etc.) and ownership. If a closed corporation or partnership, name the owners and percentage of ownership.
2. E-rate Service Provider Identification Number (SPIN) [or indicate the application is pending.]
3. The recent financial statement of an independent auditor clearly showing the financial condition, assets, obligations, and resources of the Proposer. This information verifies that the Proposer will be able to successfully complete the work without becoming financially impaired and will have the ability to extend the required maintenance services for the entire term of the contract. The Owner will adhere to and sign, if necessary, any required non-disclosure statements.

**2.14.2 Exceptions - tab 2**

Include in this section a written response identified by specification paragraph number for each and every exception taken by the Respondent to these specifications. The absence of a written response or of an exception to any paragraph will be construed by the Owner as an "Understood and Will Comply" response to that paragraph by the Proposer.

It will be assumed that the Proposer accepts all conditions and considerations as outlined within this document unless specifically noted in its Exceptions section.

**2.14.3 Contract Sample - tab 3**

Provide a draft/template contract for the service(s) being proposed for review by PLS.

**2.14.4 Completed Response Form – tab 4**

Include a complete copy of the Response Form with all blanks filled in and the requested information provided. Incomplete responses may be eliminated from consideration at the discretion of PLS.

Information related to the availability of transport and bandwidth upgrade capabilities for each site that are not included in the Response Form may be included as supplemental information (tab 6).

**2.14.5 Proposed Equipment – tab 5**

Equipment included in the proposal shall be of new manufacture and be commercial/business-grade (not residential).

Selection of the manufacturer of the equipment to implement the specified services is left to the discretion of the Proposer. However, the Owner requires current published technical data (a.k.a., datasheets/cut sheets) for the proposed equipment.

The Owner reserves the sole right to determine the acceptability of any equipment proposed for this project.

**2.14.6 Additional Information - tab 6 (not mandatory)**

Proposer may include here additional information relevant to PLS in this procurement.

**2.14.7 Confidentiality of Information**

Any submitted information that is considered trade secret or confidential to the Proposer or is rendered via a non-disclosure agreement with PLS **must be so labeled** and enclosed separately.

PLS and its agents will hold the submitted proposal and any related materials in confidence if so requested by the Proposer throughout the evaluation process. Any information therein will not be made available to any other party unless precluded by law. No debriefings or scoring sheets will be released before the final recommendation.

However, per Minn. Stat. §13.591 Subd. 3(b), after contract negotiations are completed, all contents of the selected proposal will be considered public information.

All proposal material supplied, including supporting material and information disclosed during the proposal process, will become the property of PLS and will be retained for internal use. PLS reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PLS and the vendor selected.

Once under contract, the Contractor may have access to information that is confidential by law. The Contractor will be required to maintain that confidentiality under the terms of its contract with PLS.

**2.14.8 Proposal Security/Bond**

No proposal security or bond is required for this procurement. However, the Owner reserves the right to reject any proposal for which the Owner believes that the Proposer may not be able to complete the project and maintain the service.

**2.15 Insurance (see also 3.7)**

The selected Proposer shall provide proof of insurance within ten (10) days of Notice of Award. If the selected Proposer fails to provide such proof within that period, PLS reserves the right to nullify the award.

**2.16 Incurring Costs**

PLS is not liable for any costs incurred with replying to this RFP.

**2.17 Caution to Proposers**

PLS is not responsible for locating or securing any information that is not identified in the RFP and reasonably available to PLS. To ensure that sufficient information is available, Proposer must furnish as a part of its response all descriptive material necessary for PLS to (1) determine whether the products offered meet the requirements of the Contract Documents and (2) establish exactly what the Proposer proposes to furnish as to supplies, materials, and services.

**2.18 Proposal Withdrawals**

All requests to withdraw or resubmit a proposal must be made in writing to PLS any time before the time of the proposal opening.

No Proposer may withdraw a proposal within 90 days after the actual date of the opening thereof.

**2.19 Proposal Opening**

Proposals received before the time of opening will be kept secure and unopened. The office whose duty it is to open proposals shall determine when the specified time has arrived. No proposal received thereafter will be considered and will be returned to the Proposer unopened.

There will be no public opening of Proposals on the due date. Proposals will be opened, reviewed, and evaluated internally by PLS. Proposals will not be available for inspection during the evaluation period.

No responsibility will attach to PLS for the premature opening of a proposal not properly addressed and identified.

### **2.20 Proposal Response Clarification Questions**

After reviewing all responses to this RFP, PLS may develop a list of clarification questions to be addressed by the Proposer. PLS or its agent will send these questions to the Proposer for clarification. The Proposer shall provide a response within the timeframe requested.

### **2.21 Evaluation Criteria**

This RFP is not meant to favor any vendor or manufacturer. Instead, it is designed to meet the needs of PLS. PLS will weigh the proposals based on the Proposer's references, qualifications, and support, as well as technical merit and cost.

The Owner will be the sole judge of the Respondent's qualifications and capabilities, the assignment of points to the submitted Proposal Response, and whether acceptance of the proposal is in the best interest of the Owner.

In awarding the Contract, PLS may take into consideration the Proposer's skill, facilities, capacity, experience, responsibility, previous work record, financial standing, the necessity of prompt and efficient completion of work described in the proposal documents or other factors PLS considers relevant. The inability of the Proposer to meet these conditions may be cause for rejection of the proposal.

In addition, PLS may take into consideration any or all of the following as related to the Proposer's ability to provide services:

- Experience, previous work record, current, and past customer's satisfaction
- Financial standing
- Demonstrated technical expertise and capability, including but not limited to:
  - proposed network/bandwidth capacity
  - fault-tolerance/resiliency and divergent path provisions
  - cutover management
  - the ability for network system growth/expansion
  - proposed support processes, network response times, and escalation procedures
  - security

Cost will be calculated as a percentage, with the maximum points to the lowest cost proposal and the others based on a percentage relative to that.

Factors for evaluation of technical merit may include but are not limited to availability, fault tolerance/resiliency, bandwidth/capacity, standards compliance, management, and security.

**2.21.1 Scoring Methodology**

<b>Evaluation Factors</b>	<b>Possible Score (out of 100)</b>
<b>COST</b>	<b>55</b>
Total (one-time) non-recurring cost for eligible required items	10
Total cost for ineligible (one-time) non-recurring items	5
Total annual recurring cost for eligible required items	35
Total cost for annual recurring ineligible items	5
<b>VENDOR</b>	<b>20</b>
References/Industry experience (similar projects, esp. E-rate)	10
Years in business/reputation	10
<b>PROPOSAL MERIT</b>	<b>15</b>
Service Level Agreement terms	10
Technical merit of proposed offering	5
<b>INSTALL/SUPPORT</b>	<b>10</b>
Trained installers/technicians	5
Response time/proximity	5
<b>SUBTOTAL</b>	<b>100</b>
Exceptions that PLS finds undesirable, but which are insufficient reason to reject the response – <b>deduct 10 points for each such exception</b>	
Errors or missing information that are insufficient reason to reject the response – <b>deduct 5 points each</b>	
<b>TOTAL (award basis) = Subtotal minus deductions</b>	

**2.22 Proposal Acceptance**

PLS reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. The proposal evaluation process will comply with all applicable state and local laws.

Any of the following reasons may, at the discretion of PLS, be considered sufficient cause for disqualification of any Proposer and the rejection of its submitted proposal.

1. Evidence of collusion among Proposers.
2. Questionable or unacceptable financial condition of the Proposer.



3. Lack of acceptability of equipment proposed for this service.
4. The lack of qualification or inexperience or previously established record of poor performance by the Proposer, a Subcontractor, or the equipment manufacturer.
5. The inability of the Proposer to provide maintenance services within a reasonable time within the full term of the contract.
6. Other legally justifiable reasons.

A proposal, once submitted, shall be deemed final and binding on the Proposer and shall constitute an option with PLS to enter into a contract upon the terms set forth in the proposal. All proposal prices must be valid for 90 days from the proposal due date.

### **2.23 Proposal Award**

Unless otherwise indicated in the specification for a proposal, PLS reserves the right to award the proposal in whole or in part, by item, by group of items where such action serves the best interests of PLS.

Any Proposal from a single Proposer shall not be contingent upon the acceptance of any other Proposal from the same or other Proposer.

### **2.24 Award of Alternates**

PLS reserves the right to award no, any, or all alternates in any order, which results in the maximum amount of work being accepted within available funds.

### **2.25 Public Nature and Availability of Submitted Proposals**

Once a contract has been signed, all Proposals received will be considered public information per Minn. Stat. §13.591 Subd. 3.(b).

Submitted Proposals will be available for review only after a contract is signed or after all submitted proposals are rejected.

### **2.26 Contract Negotiations**

PLS reserves the right to negotiate a contract after the successful Proposer is selected. Selection will be based only on the proposal and subsequent interviews if any; therefore, proposals must be complete.

### **3 CONTRACT TERMS AND REQUIREMENTS**

#### **3.1 Binding Proposal**

A Proposal, once submitted, shall be deemed final and binding on the Proposer and shall constitute an option with PLS to enter into a contract upon the terms set forth in the proposal. This RFP and the selected Proposer's response to it will become part of the contract with PLS.

#### **3.2 Requirements after Notification of Intent to Award**

Within ten calendar days after PLS notifies the successful Proposer of intent to award the contract, the successful Proposer will provide to PLS:

1. A draft written Contract, which MUST reference this RFP and the Proposer's response to the RFP as part of the contractual documents.
2. Proof of satisfactory insurance in the amounts and in the manner specified in the RFP and Addenda. The Contractor shall name Pioneerland Library System as additional insured on the general comprehensive liability and property damage liability insurance policies.
3. A project schedule with major milestones clearly identified.

#### **3.3 Agreement Review and Negotiations**

1. PLS will review the contract terms offered by the Proposer as part of its evaluation of the responses.
2. The agreement between the selected Proposer and PLS MUST reference this RFP and the Proposer's response to the RFP as part of the contractual documents.
3. PLS reserves the right to cancel an announced award if changes are made to the agreement contents subsequent to the RFP response or mutually agreed negotiations.
4. PLS reserves the right to negotiate final contract terms and conditions with the selected Proposer.

#### **3.4 Subcontracting**

1. No part of this contract shall be subcontracted without the full and prior written approval of the Owner.
2. If the Contractor subcontracts any part of this contract, the Contractor will be as fully responsible to the Owner for the acts and omissions of the Subcontractor and of the persons either directly or indirectly employed by its Subcontractor as the Contractor is for the acts and omissions of persons employed by the Contractor.
3. The Contractor will obtain from each Subcontractor all of the required insurance forms and certificates and submit them to the Owner with the signed contract.

4. The Contractor will cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to the Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors, and to give Contractor the same power regarding termination of any subcontract as the Owner may exercise over Contractor under provisions of this contract.
5. Nothing contained in this contract will create any contractual relations between the Subcontractor and the Owner or between any Subcontractors.

### **3.5 Contract Term, Additions, and Deletions**

1. The contract will provide for a total term of three (3) years of leased service with two (2) optional one-year extensions.
2. The contract shall allow the addition and deletion of sites from the contract. The following protocols will be followed for the addition or deletion of sites.
  - a. Additions: At the request of the Owner, the Contractor will provide contract pricing to add additional sites or move existing sites. The site added will be for a term that is coterminous with the existing contract and will terminate and be eligible for contract extensions in the same manner as the sites originally part of the contract.
    - i. There will be no limit on the number of sites that can be added to the contract or move existing sites to a new location.
    - ii. The Owner is not obligated to accept the pricing submitted for the addition of new sites.
  - b. Deletions: At the request of the Owner, the Contractor will delete from the contract any site as requested within 30 days of the date of the request. In this event, all Contractor customer premise equipment (CPE) will be removed from the deleted site, and circuits will be terminated at no cost to the Owner. The costs associated with the deleted site will be removed from the monthly billing to the Owner. The Owner may delete no more than 10% of the total sites.
  - c. In the event that the total amount of regional transport bandwidth provided at the commencement of the contract is reduced by more than 20% as a result of site deletions or reduction in service levels from the contract, the Contractor will have the opportunity to adjust pricing for the remaining regional sites and services. The Owner is not obligated to accept the pricing adjustments and reserves the right to negotiate with the Contractor in the Owner's best interest.

### **3.6 Future Upgrades**

The Owner will have the option to upgrade bandwidth capacity from a site's initially chosen tier to a higher tier during the term of the contract, based on the pricing provided in the Contractor's Proposal.

During the term of the contract, as individual sites opt to increase their local bandwidth allocation, the Owner will provide a written order to the Contractor directing that the bandwidth be increased to the requested level for that site. The monthly costs listed in the submitted Response Form that is part of the contract will be the monthly rate billed for the site for the remainder of the contract or until the bandwidth is increased again.

**3.7 Insurance Requirements (see also 2.15)**

The Contractor (successful Proposer) agrees to indemnify and hold PLS harmless from any and all claims, demands, damages, actions, or causes of action, arising against PLS by reason of the Contractor's performance of the contract.

Such insurance shall be acquired for and on behalf of the Contractor in protecting the Contractor 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 be by the Proposer or anyone directly or indirectly employed by him.

1. Contractor is required to carry the following insurance coverages and types at a minimum:  
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.

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.

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 should include off-site and in-transit exposures.

Worker's Compensation:

State:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	\$100,000 per Accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

2. **The Contractor shall not commence work under this contract until it has obtained all insurance required in this RFP and such insurance has been approved by PLS.**
3. The Contractor shall be responsible for all losses that fall under any deductibles on required insurance coverages.

4. The Contractor shall not permit any Subcontractor to commence work on its Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
5. In the case that any or all of the Contractor's work is sublet, the Contractor will require the Subcontractor (s) to procure and maintain all insurance required of the Contractor.
6. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation Statute, the Contractor will provide, and will cause each Subcontractor to provide, adequate insurance for the protection of his or her employees not otherwise protected.
7. The Contractor agrees that said insurance policies are not cancelable until the documents have been supplied to PLS with policies to replace those being canceled. The canceling and replacing company will be responsible for all work completed before the cancellation of the policies.
8. The Contractor agrees to notify PLS at least twenty (20) days before cancellation or a change in any of the aforementioned insurance policies by the insurance company or the Contractor.

### **3.8 Amendment(s)**

At any time, PLS may make changes within the general scope of the contract by issuing a written Contract amendment duly executed by an authorized representative of PLS and the Contractor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contractor shall be notified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contractor seeks an adjustment, it must request such adjustment in writing.

Contract amendments shall be negotiated by PLS with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contractor and PLS as required by law.

### **3.9 Unavailability of Funding**

PLS is dependent on federal E-Rate and RLTA subsidies for this project. PLS will sign a Contract for leased equipment and services with the successful Proposer understanding that the full execution of said contract will be contingent upon PLS's E-Rate and RLTA application(s) being approved. If PLS's E-Rate or RLTA application is denied by the state and federal government, then the Contractor will allow PLS to terminate the contract (i.e., fund out) or enter into a new agreement. The Contractor will understand that this E-Rate or RLTA approval or denial can, at times, take several months or more to be received by PLS. **Any Contract that PLS enters into with the Contractor will state this understanding related to funding clearly with a "Funding Out" clause.**

### **3.10 Payment Terms**

Due to E-rate requirements, no payments may be made by PLS before July 1, 2022. However, the Contractor may begin work immediately after contract signing, if necessary, to provide services beginning July 1.

Final payment for non-recurring costs will not be made until the system is proven functional at 99% or better for a minimum of thirty (30) days.

The Contractor shall provide PLS with a monthly invoice statement, detailed by site, and discounted to remove the portion that E-rate will be contributing. PLS will make monthly payments to the Contractor for the duration of the lease agreement. The Contractor will be responsible for invoicing the USAC directly for the remaining balance.

It has been Pioneerland Library System's experience that funding from the Universal Service Administration Company (USAC) for the portion of WAN services paid for by the E-rate program sometimes is delayed. The selected Proposer should be aware of this and have the financial wherewithal to deal with the effects of delayed payment.

### **3.11 Remedies for Lack of Service Fulfillment**

With the exception of delays that are beyond the reasonable control of the Contractor, after July 1, 2021, the Contractor shall provide to Owner a remedy of \$100 per day per site for sites at which the connectivity or services are not functional or at which the connection speed is not the minimum defined in the contract for that site.

Further, the Owner shall not be required to pay the Contractor for services for any such affected site until the provided services meet the contracted requirements.

### **3.12 Permits**

The successful Contractor is responsible for obtaining any and all permits required (e.g., for installing underground fiber). PLS will pay for such permits as are necessary upon documentation.

### **3.13 Change Orders**

PLS and no other, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The amount of any adjustment in the contract price for authorized changes shall be agreed upon before such change becomes effective and shall be determined, through submission of a Change Order Request, as follows:

1. By an acceptable unit price or lump sum proposal from the Contractor.

2. By unit prices contained in the Contractor's original Proposal and incorporated in the contract.

If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give PLS written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by PLS in writing.

### **3.14 Extension of Time**

The Owner will, at the Owners sole discretion, grant extensions of time when delays occur due to events that are beyond the reasonable control of the Contractor. All Contractor requests and claims for extensions of time must be filed in writing with the Owner promptly at the time that the cause for delay is recognized.

### **3.15 Permission to Proceed**

Contractor must obtain PLS Project Manager's written permission before proceeding with any work necessitating cutting into or through any part of any building's structure.

### **3.16 Owner's Project Manager**

The successful Proposer shall coordinate all activities on the site with the Project Manager. The Project Manager shall have the right to modify installation plans, routes, and schedules as he/she sees fit. The Project Manager for PLS is Beth Lunn or as designated by the Executive Director.

### **3.17 Owner's Decisions**

1. The Owner will, in all cases, determine the quality, acceptability, and fitness of the work and materials which are to be paid for hereunder and will decide all questions which may arise as to the fulfillment of this contract on the part of the Contractor.
2. The Owner's interpretation of the contract and its determination and decision thereon will be final and conclusive, and such determination and decision, in case any question arises, will be a condition precedent to the right of the Contractor to receive any money hereunder.

### **3.18 Contractor Primary Point of Contact**

Once installation is complete, the Contractor shall assign and provide PLS with the name and contact information for an account manager who will be PLS' primary point of contact after the initial installation of the network. Should that individual leave the Contractors' employment, another individual must be assigned within 30 working days, and PLS notified in writing of the change.

### **3.19 Warranty**

The Contractor shall warrant all materials and workmanship for the full term of the contract. The Contractor shall, upon notification of a malfunction, determine the cause and make the necessary repairs or replacements, including labor and materials, at no cost to PLS.

Unless explicitly stated in Response Section 2 - Exceptions, Proposer agrees to this warranty.

### **3.20 Supplementary Conditions**

The following shall be included within the final contract. If the Proposer objects to any of these, you must state this in your Exceptions section.

#### **3.20.1 Compliance with Laws/Standards**

Contractor (selected Proposer) shall abide by all Federal, State, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this contract or to the facilities, programs, and staff for which Contractor is responsible.

#### **3.20.2 Laws of Minnesota and Effective Date**

The contract between the Owner and the successful Proposer shall be governed by the laws of the State of Minnesota. The contract shall be effective on the date it is approved and signed by the Owner.

#### **3.20.3 Indemnification**

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

PLS shall also be indemnified for any attorney's fees it incurs in enforcing this indemnification provision or any other indemnification provision in the contract.

It is understood that neither the Contractor nor the Owner intends that the Contractor shall be or deemed to be an employee of the Owner during the period of this agreement. The Contractor will defend and hold the Owner harmless from any claims, costs, or expenses arising out of any injury to persons or damage to property caused by the Contractor or his employees', colleagues', or agents' negligent act or omission to act.

#### **3.20.4 Assignment of Interest**

The Contractor shall not assign any part of its interest in this agreement or any moneys due or to become due hereunder without the prior written consent of the Owner or agents thereof.

#### **3.20.5 Default**

Force Majeure: Neither party shall be held responsible for delay or 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,



or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

Inability to Perform: Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by PLS. Contractor shall immediately notify PLS 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, PLS shall determine whether such inability requires a modification or cancellation of this contract.

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

### **3.20.6 Nondiscrimination**

During the performance of this contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, age, marital status, or public assistance status.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, marital status, or public assistance status.

The Contractor shall comply with any applicable federal or state law regarding nondiscrimination

### **3.20.7 Access to Records/Audit**

Contractor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by PLS and either the Legislative or State Auditor, as authorized by Minnesota Statute. 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 Contractor agrees to maintain such data for a period of three (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.

### **3.20.8 Safety**

The successful Contractor 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.

**3.20.9 Tobacco**

PLS is Tobacco-Free in buildings and on its grounds. This applies to all personnel who will work on this project. Contractor personnel or related subcontractors will not, at any time, smoke, chew, or otherwise ingest tobacco or a tobacco product while within the property boundaries of a public library.

## 4 TECHNICAL SPECIFICATIONS

### 4.1 Reference Standards

Referenced standards and procedures will be binding on the Contractor, and all work will be judged against such standards and procedures unless otherwise stated in writing.

Standards and other procedures referenced by this RFP are as follows:

1. ANSI – American National Standards Institute  
25 West 43rd Street, 4th Floor  
New York, NY 10036  
(212) 642-4900
2. BICSI – Building Industry Consulting Service International, Inc.  
(RCDD Standards)  
8610 Hidden River Parkway  
Tampa, FL 33637  
Phone: (813) 979-1991 or 1-800-242-7405  
Fax: (813) 971-4311
3. CFR – Code of Federal Regulations  
(Available from the Government Publishing Office)  
732 N. Capitol Street, NW  
Washington, DC 20401  
(202) 512-1800 or 1-866-512-1800
4. IEEE – Institute of Electrical and Electronics Engineers  
3 Park Avenue, 17<sup>th</sup> Floor  
New York, NY 10016-5997  
(212) 705-7900
5. NECA – National Electrical Contractors Association  
1201 Pennsylvania Avenue NW, Suite 1200  
Washington, DC 20004  
(202) 991-6300
6. NEMA – National Electrical Manufacturers' Association  
1300 17<sup>th</sup> Street N, #900  
Arlington, VA 22209  
(703) 841-3200
7. OSHA – Occupational Safety and Health Administration  
(U.S. Department of Labor)  
200 Constitution Avenue, NW  
Washington, DC 20210  
(800) 321-6742
8. UL – Underwriters' Laboratories  
333 Pfingsten Road

Northbrook, IL 60062-2096  
(847) 272-8800

9. ASTM – American Society of Testing and Materials
10. ISO – International Organization for Standardization
11. ITU-T – International Telecommunication Union – Telecommunications Standardization Sector
12. NEC – National Electrical Code
13. NFPA – National Fire Protection Association

#### **4.2 Existing Conditions**

1. The current PLS WAN is a leased, private data infrastructure consisting of a 1 Gbps Ethernet link via fiber at the Willmar Library/PLS office and 25/30/50 Mbps Ethernet connections at each of the other 31 sites. The current contract is held by Arvig, whose primary point of contact for PLS is Ross Carter, [ross.carter@arvig.com](mailto:ross.carter@arvig.com), phone: (952) 236-5646.
2. All sites except Canby currently have physical connections via fiber.
3. Each site has a secure location available for CPE and available twisted copper (CAT5) cable from each site's demarcation point to the location of the CPE, both of which may be used by the Contractor.
4. Each site currently utilizes private IPv4 network addressing on the local area network based on the 10.2.0.0/16 structure. The Owner will continue to use this internal IP addressing.

#### **4.3 Scope of Work (see also 4.6 and 4.7)**

1. The Owner intends to evaluate suitable options to provide a private data network to serve its sites as listed in Exhibit A. This infrastructure will consist of fiber optic cabling and terminal equipment between physical sites.
2. Refer to **Exhibit A** for site names, addresses, and phone numbers. There are 32 sites total.
3. This scope includes TCP/IP Version 4/6 data transport equipment, installation, and maintenance.
4. The Contractor will propose a wide area network infrastructure with the following characteristics
  - a. The infrastructure called for in these specifications must be private in nature, meaning that all PLS sites will share a common logical infrastructure and that PLS sites will not share network bandwidth capacities with or be exposed to any non-PLS customers that the Contractor may also do business with.
  - b. Leased CPE ("Customer Premise Equipment) will be provided by the Contractor and terminate the Contractor's transport facilities.
  - c. All sites will share a common connection to the Internet (through the PLS/Willmar site).

- d. Firewall services are required at the PLS main office/Willmar site as a standard component of the Proposer's Internet access service, including configuration and ongoing updates, upgrades, maintenance, and support for the entire term of the contract.
  - e. Proposed Internet Service must include resilient connections to ensure that loss of a single line will not result in a complete system outage.
  - f. All sites must be interconnected and able to communicate system-wide across the PLS network.
  - g. All site CPEs, facilities, and shared internet service will have a centralized web-enabled portal with which the Owner can view usage statistics in graphical format. The time frame of the usage statistics will be customizable within the past 30 days.
  - h. The Owner will consider the following transport technologies and combinations thereof:
    - Switched Ethernet over fiber
  - i. The Owner reserves the right to select the specific technology which it deems will best serve the project, regardless of the costs submitted in any responses received.
5. The Owner will designate the exact location of equipment racks at each site at the earliest possible time after execution of the contract.
  6. Where necessary, the Owner's electrical Contractor will provide the necessary electrical power to the equipment rack location, including all conduit, terminal cabinets, junction, and outlet boxes as required. This work will be performed at the Owner's expense. **Contractor shall notify Owner within 60 days of contract execution regarding such requirements.**

#### **4.4 Alternate Items/Services included in this RFP**

(These may or may not be purchased at this time):

1. **ADD ALTERNATE #1:** At a secondary PLS site (to be determined by PLS), provide firewall equipment, software, software licenses, connectors, cables, all required miscellaneous materials, and labor to configure, install test, and document the system, as well as initial and ongoing services to maintain, troubleshoot, repair, update, support, etc. the firewall system/services (to be used in case of fiber/network failure at Willmar).

#### **4.5 Out of Scope**

Contractor will NOT be required to provide the following:

1. IP address configuration of internal site computers and hosts.
2. End-user email systems, SMTP relay hosts, or web hosting services.
3. Content filtering or user authentication systems.
4. Configuration of any proxy servers or other site-owned gateway devices.
5. Removal of any existing equipment currently in use by the incumbent ISP.

**4.6 General Requirements (see also 4.3 and 4.7)**

1. This RFP is designed to furnish PLS with a total turn-key WAN system with the successful Proposer supplying all necessary materials, installation, configuration, testing, documentation, backup power, and access to help desk/support.
2. All incidental items normally required for the installation and operation of the system and the equipment specified, even if not specifically mentioned herein, will be supplied by the Contractor without claim for additional payment.
3. The commencement of work by the Contractor indicates its acceptance of existing conditions unless a written notice of exceptions has been provided to PLS before commencement and verified and agreed to by PLS.
4. This network, including support, shall be operational 24x7x365.
5. The Contractor will provide installation, configuration, and testing for each site, including conversion from existing systems as required.
6. The Proposer shall own the transport facilities that are being proposed or will have legal and binding agreements with the owners of the same transport facilities for the use and leasing out of said facilities for a period equal to or greater than the full term of the contract resulting from Respondents successful proposal response.
7. The data rates and bandwidth available and committed between each site and the system hub will be no less than that which is submitted by the Contractor using the tables found in the Response Form. These data rates will be adjustable to higher amounts as needed. These adjustments shall be able to be controlled remotely from a central location and shall be under the control of the Contractor only.
8. The Contractor will be responsible for adjusting the physical characteristics of the systems where necessary (optical power, attenuation, receiver sensitivity, etc.) before completion of installation, and when applicable, for demonstrating the operation and maintenance procedures of the system to the Owner.
9. The Contractor will be responsible for maintaining the system and will have in its possession the requisite test equipment and expertise.
10. Services must include terminating equipment. The Contractor shall be responsible for the maintenance and support of terminating equipment. All existing data facilities and Customer Premise Equipment ("CPE") are owned by the current service provider and will not be available for use by the Contractor.
11. The Contractor shall provide direct access [direct phone number] to its support organization for PLS' designated Point of Contact (POC).
12. The Contractor shall take all steps necessary to ensure that the network performs reliably in accordance with all standards detailed herein.

13. The Contractor shall provide all preventative (scheduled) and corrective (nonscheduled) maintenance of all equipment and facilities at no cost to the Owner. Any and all maintenance will be coordinated with the Owner.
14. The Contractor shall coordinate with the PLS Project Manager an installation schedule for the entire project. This process is to begin at the Project Initiation Meeting. The Contractor shall deliver a written Project Schedule at the Project Initiation Meeting.
15. Cutover from the existing WAN connections to the new WAN connections shall be scheduled with PLS at least one month before occurrence. If cutover is phased, Contractor shall notify PLS of each distinct cutover at least two (2) weeks before its occurrence.
16. The Contractor must re-verify work locations with the PLS Project Manager before installation. Before the furnishing or installing of any equipment, approval of equipment, locations, layout, and installation shall be obtained from PLS.

#### **4.7 Technical Requirements (see also 4.3 and 4.6)**

1. System performance requirements:
  - a. Service Availability (uptime) guarantee: 99.99% excluding scheduled maintenance
  - b. Packet Loss guarantee: 1% or less
  - c. Latency guarantee: 85 ms or less latency
2. The handoff at each site shall be via an Ethernet-based, fully symmetric, continuous connection (asymmetric and "burst" type connections are not acceptable).
3. The Contractor shall maintain an egress internet bandwidth capacity at the main hub site of an amount no less than 50% of the sum of transport bandwidth provided to all local sites. As PLS sites are added and/or deleted, or local site bandwidth is increased or decreased, the egress bandwidth capacity at the main hub site(s) shall be modified to maintain the 50% requirement. Increases or reductions in costs for the main hub site egress Internet bandwidth will be included in the increased or decreased costs provided to the Owner when adding or deleting a site or making local site bandwidth modifications.
4. Contractor shall provide a 10/100/1000 RJ-45 interface at each site, to which PLS may connect its systems.
5. The Contractor shall provide Internet connectivity to sites listed in Exhibit A. The Contractor shall provide only TCP/IP Version 4/6 transport from the local sites to the system hub.
6. Equipment required to provide facilities herein will be new and of the latest design presently in production by the manufacturer. The definition of "new" will include that equipment that is within the manufacturer's current product line and has the latest software and firmware versions installed. The equipment will not be scheduled for discontinuation by the manufacturer for a period of no less than 12 months from the commencement of the contract.
7. Terminal equipment and accessories will be designed to mount in standard EIA 19" wide equipment racks and enclosures.

8. The Contractor shall provide AC power protection devices and uninterruptible power supplies for all equipment located at the hub site.
9. The Contractor shall provide DNS service within its overall network for use by PLS sites. The registrar for the PLS domain "pioneerland.lib.mn.us" is the State of Minnesota and is maintained and managed by PLS and the State of Minnesota. The Owner will be responsible for the modification of existing DNS records, including all host, MX, and SOA records, to use the new public IP address information provided by the Contractor. The Contractor's DNS services will be limited to providing standard DNS query responses to branch library sites within the PLS Wide Area Network.
10. Contractor will provide routable public IP addresses for each site and will provide a detailed allocation of these addresses before completion of work so PLS may alert its DNS service providers in a coordinated manner. Publicly routable IPV4 addressing as follows:
  - Willmar Public Library/PLS offices: 10 IP addresses /29
  - All other sites: 1 IP address /30
11. Contractor shall provide DHCP services for public WiFi services at all sites.
12. For all new cabling installed on PLS property, the Contractor shall supply a documented cable path, including vaults/hand holes and/or pole locations, to PLS for its reference and records.
13. The Contractor shall provide real-time monitoring of each individual site's bandwidth utilization levels, error levels, and the central hub site's bandwidth utilization levels. This data will be available via a Web interface to the Owner.
14. The Contractor shall operate and maintain a trouble-ticket system in which requests for technical support are assigned a unique case number with which all communication and documentation related to the support request can be referenced. This trouble-ticket system will be accessible via the Internet by the Owner for the purpose of viewing and updating trouble tickets. Contractor will acknowledge receipt of trouble tickets within 2 hours of initial submission.
15. If the Contractor's fiber passes through any other (non-PLS) site or sites not controlled by the Contractor, the Contractor shall document the path, power characteristics (loss), and resiliency (if any) of that fiber.
16. It is the Contractor's responsibility to provision Building Entrance Facilities. Proposers should not assume that existing entrance facilities not owned by the Proposer may be used for this network. If Proposer's organization owns or plans to lease the existing entrance facilities, you may assume re-use of such, unless re-use might damage or terminate ongoing connections; however, **the proposal must clearly identify and describe the facilities that will be re-used** and the effect of re-use on any existing uses by PLS.
17. If the Contractor installs new facilities into a site, new equipment/service demarcation panels will be included that create a suitable interface between the transport equipment and the Owner's equipment.
18. All equipment termination panels shall be labeled clearly and legibly.



19. All data input and output jacks utilized will be labeled clearly and legibly.
20. All new cabling shall be properly grounded and protected from lightning.
21. The Contractor is responsible for terminating any needed outside plant cabling properly and to use interior, armored, plenum-rated cabling if the Demarcation Point is more than 50 feet from the Building Penetration Point.

#### **4.8 Installation Requirements**

1. Workmanship shall be professional in nature, and any necessary installations shall be done in accordance with accepted commercial standards and codes.
2. Work shall be performed during normal hours of operation for the buildings where the work is taking place. Any deviations must be discussed with and approved by the PLS Project Manager before work occurring.
3. The Contractor is responsible for applying fire-stopping material in and around any openings (e.g., at a building entry point) that it creates or is created for it where code or good engineering practice suggests or requires the use of fire-stopping material. The Contractor shall ensure that all fire-stopping materials meet appropriate codes and are applied according to good engineering practice.
4. The Contractor is responsible for creating a waterproof seal in and around any openings to the outside environment that it creates or is created for it. The Contractor shall ensure that all waterproof materials meet appropriate codes and are applied according to good engineering practice.
5. The Contractor shall at all times comply with the National Electrical code; the National Electrical Safety Code as prepared by the Institute of Electrical and Electronics Engineers; the National Electrical Code of the National Fire Protection Association; and other applicable federal, state, and local law provisions.
6. The Contractor shall at all times 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. In any event, the system shall not endanger or interfere with the safety of persons or property in the area where the Contractor may have equipment/systems located.
8. If the Contractor observes—during preliminary examinations or subsequent work—existing violations of fire stopping, electrical wiring, grounding, or other safety- or code-related issues, the Contractor shall report these to PLS promptly.
9. During installation and maintenance at sites, the Contractor shall keep work areas neat, orderly, and free from the accumulation of waste materials. Remove all trash and debris from the building and job site as required to maintain a clean work environment at all times. Rubbish shall be moved to a common trash point or receptacle on the job site as determined and directed by PLS.

10. If others' work delays the WAN Contractor, that information must immediately be communicated to the Project Manager, and appropriate extra time will be allowed. Shipping delays are the sole responsibility of the WAN Contractor.

#### **4.9 Testing and Acceptance**

##### **1. System Testing**

- a. Following the installation and activation of all equipment, Contractor shall test each and every link and all channels using appropriate test equipment to ensure and verify proper transmission characteristics.
- b. The results of all tests will be documented and become part of the Contractor's maintenance records. This documentation will be made available to the Owner if so requested.

##### **2. System Inspections and Demonstration**

- a. When the system is complete, initial testing is complete, and the system is acceptable for demonstration, the Contractor will so indicate in writing to the Owner.
- b. The Contractor shall certify in writing that no outstanding debts or other liens are on record against any equipment or facilities provided in fulfillment of the contract, for work done or materials furnished by any person or persons, for or on behalf of the Contractor, any subcontractor, or their employees. This written certification must be signed by an officer of the Contractor's company.
- c. The Owner will begin the process of acceptance inspections as soon as possible following receipt of Contractor's notice of completion.
- d. The Owner will establish a date and time for the system demonstration. The demonstration may occur simultaneously with the inspections. All inspections will be conducted by the Owner, or its authorized representative, in the presence of the Contractor. The system demonstration will be conducted by the Contractor's personnel and presented to the Owner and other such persons as selected by the Owner. The Contractor will demonstrate all system functions in a clear and concise manner and will promptly answer the questions of the Owner and the Owners representative(s).

##### **3. Final Acceptance**

Upon final completion of the above tasks and the satisfactory resolution of all punch list items, the Owner will issue a letter of final acceptance to the Contractor.

#### **4.10 Owner's Representatives**

The Owner will provide a list of designated representatives of PLS for the purpose of interacting and working with the Contractor's support staff. These designated representatives will be authorized to initiate service requests and share with the Owner the responsibility for communication between the individual sites and the Contractor. At no time will the Contractor be required to work with PLS end-users or non-authorized personnel.

#### **4.11 Service Requirements Before Cutover**

##### **4.11.1 Work Supervision/Project Manager**

During the initial installation portion of the contract, the Contractor shall appoint a Project Manager, so the work will be properly coordinated. The Project Manager shall be responsible for directing the work, and for so long as the Project Manager is working for the Contractor, he/she shall be replaced only with permission of PLS. The Project Manager shall represent the Contractor, and all instructions given to the Project Manager shall be binding as if given to the Contractor.

##### **4.11.2 Implementation Plan**

After gathering necessary facts, the Contractor shall create a project plan and timeline for implementation and submit this plan for approval to PLS's Project Manager.

##### **4.11.3 Progress Meetings**

Whenever installation is taking place, the Contractor shall provide a weekly update to the Owner on the progress of the installation services. Failure to complete and distribute progress documentation may result in the withholding of payment by the Owner.

##### **4.11.4 Site Installation Verification**

The Contractor must re-verify work locations with the Owner's Project Manager before installation. Before the furnishing or installing any cabling or equipment in Owner buildings, approval of locations, layout, and installation shall be obtained from the Owner.

##### **4.11.5 Cutovers**

Cutovers from existing network connections shall be performed by the Contractor during non-working hours, on other dates mutually agreed to by Contractor and PLS. Each new service shall be fully operational and tested before cutover.

#### **4.12 Service Outage Definitions**

**Major outages** are defined as any problems that result in the total loss of data services or degradation of services to the extent that they are rendered unusable for the normal operation of the affected sites. This includes problems either at the local site or at the Contractors' head-end facilities.

**Minor outages** are defined as any problems that result in the partial loss of data services or degradation of services to the extent that while still functioning, they no longer meet the performance requirements for a given site. This includes intermittent problems either at the local site or at the Contractor's head-end facilities.

#### **4.13 Service & Support Requirements After Cutover**

Contractor shall provide at no additional cost to the Owner continuous administrative and technical support for the proposed system for the duration of the contract, including the following:

**4.13.1 Day One Support**

On the first working day following each network site cutover, Contractor is required to maintain a Project Manager ready to provide support and confirm all services are functional.

**4.13.2 Support Personnel**

The Contractor shall provide an appropriate complement of administrative and field personnel at all times to meet the performance criteria detailed herein.

The Contractor shall provide the Owner the name, address, and telephone numbers of the responsible repair person or organization for each site.

**4.13.3 Service Call Processing and Tracking**

The Contractor shall operate and maintain a trouble-ticket system in which requests for technical support are assigned a unique case number with which all communication and documentation related to the support request can be referenced. This trouble-ticket system will be accessible via the Internet by the Owner for the purpose of viewing and updating trouble tickets. Acknowledgment of trouble tickets and service team assignment must occur within 2 hours of initial ticket submission.

All trouble or service calls shall be documented, processed, and completed in an expedient manner.

**4.13.4 Service, Repair, and Maintenance**

1. Major service outages or failures shall be repaired within four (4) hours after said outage or failure is reported.
2. Minor service and/or equipment problems shall be repaired within twenty-four (24) hours after said problem is reported.
3. The Contractor will provide all preventative (scheduled) and corrective (nonscheduled) maintenance of all equipment and facilities at no cost to the Owner. Any and all maintenance will be coordinated with the Owner. The Owner reserves the right to direct the Contractor on suitable times and schedules for said maintenance.
4. Contractor shall provide a telephone help-desk for the Owner and designated representatives of PLS, which shall be staffed Monday-Friday from 8:00 AM to 6:00 PM. Help desk personnel shall be on-call for all times other than those listed in the preceding sentence. At all times, the minimum call-back response time is two (2) hours from the time the problem was first reported by an authorized caller.
5. Response to all network problems shall occur at all hours (24x7x365). Specifically, when the Contractor receives a trouble call or alarm, either by internal monitoring or from Owner personnel, the Contractor shall ensure that appropriate technical support responds within the contracted SLA timeframe after receiving a call related to a network problem. The Contractor shall then work continuously until the problem is resolved to the satisfaction of the Owner's representative.

6. Contractor shall provide on-site technical support whenever required to repair or replace any equipment located at PLS sites. The maximum on-site response time is one (1) business day.
7. Contractor shall maintain an inventory of "cold spares" for all equipment proposed and make these spares readily available to all on-site support personnel

#### **4.13.5 Monitoring and Logging**

1. Contractor shall monitor and log all aspects of system status and performance parameters in a real-time manner.
2. Contractor shall proactively notify designated site representatives of actual and potential problems as they arise.
3. The Contractor shall operate and maintain a performance monitoring system with the following characteristics:
  - a. Web/Internet accessible by the Owner with username and password authentication.
  - b. Average and peak utilization reporting with customizable periods up to 60 days.
  - c. Ability to query individual sites' performance statistics.
  - d. Ability to query shared/common Internet connection performance statistics.
  - e. Average and peak utilization reporting with customizable periods up to 60 days.

#### **4.13.6 Website for Service-Related Issues**

The Contractor shall provide a website related to the contract that includes the following:

1. Contact/Help Desk information
2. Directions and procedures for end-users who need technical assistance related to the contracted facilities and services.
3. Online form(s) for submitting requests for technical assistance and/or information related to the contracted facilities and services.

#### **4.13.7 Reporting**

Contractor shall provide **monthly** site and summary reports detailing bandwidth utilization statistics, site and core system equipment uptime, and logs of any problems or support incidents related to each PLS site. These reports shall be made available to the Owner via the Internet.

#### **4.13.8 Service Reviews**

The Contractor shall fully cooperate with the Owner, provide requested documentation, and answer questions about the network and services upon request. Contractor shall maintain such records as are necessary to verify that it is complying with all the obligations under its contract.

**4.13.9 Documentation of One-time/Non-recurring services**

1. The Contractor shall, before system acceptance, furnish to the Owner one (1) printed and one electronic copy on CD/DVD of all documentation required for the Owner's operation of the system.
2. Documentation must include uptime results (as noted above in the Testing section) for the first 30 days.
3. Documentation must show the final network topology (physical layout, to scale), including all paths and routes for all provided links.
4. For each site where new or replacement cabling and/or entrance facilities are provided, documentation must clearly show all cabling pathways from the Owner's property line to the Building Entrance Point and from there to the equipment location/MER.

**4.13.10 Documentation of Ongoing/Recurring Services**

1. The Contractor will, before final system acceptance, furnish the Owner with single-page handouts with pertinent support information for PLS sites, including support telephone numbers, web page URLs, and any instructions required for reporting a problem or tracking an unresolved issue.
2. Upon completion of connection of sites, Contractor shall provide to the Owner a record in electronic format for each site as installed, at no additional charge to the Owner. This record shall be **updated and provided to the Owner annually**, at no additional charge to the Owner. The Owner may use this to verify billed services.

The information shall include for each site, at a minimum:

- a. Location site address
- b. Contractor's designation (identifier) for this site/link
- c. Bandwidth
- d. Monthly recurring charge
- e. Type of service (as designated by Contractor)

**4.13.11 Remedies**

If the Contractor cannot resolve a service outage, equipment problem, or any other reported problem that affects the performance or reliability of the contracted services, the following refunds will be issued to the Owner.

1. For major service outages that are not repaired or remedied within 4 hours of the time the problem was reported, the Contractor will refund the Owner \$500. For each 24 hours following the original 4-hour response window, the Contractor will refund the Owner an additional \$500. This will continue until the reported major service outage has been remedied. These refunds will take the form of a credit on the Owner's monthly statement.
2. For minor service outages that are not repaired or remedied within 24 hours of the time the problem was reported, the Contractor will refund the Owner \$500. For each 24 hours following the original 24-hour response window, the Contractor will refund the Owner an additional \$500. This will continue until the reported minor service outage has been remedied. These refunds will take the form of a credit on the Owner's monthly statement.

3. For any major service outages that are not repaired or remedied as specified in the paragraphs above AND which are a result of the Contractor performing system upgrades and/or system maintenance and failing to coordinate with the Owner as specified in the paragraph above, the amount of the required refunds shall be increased to \$1,000. For each 24 hours or fraction thereof following the original response window, the amount of the required refunds shall be increased to \$1,000. This will continue until the reported major service outage has been remedied. These refunds will take the form of a credit on the Owner's monthly statement.

**5 RESPONSE FORM**

**5.1 Proposer's Qualifications and Support Capabilities**

- 1. Company name \_\_\_\_\_
- 2. Legal Name (if different) \_\_\_\_\_
- 3. Years in business \_\_\_\_\_
- 4. Number of years installing systems/services similar to this proposal \_\_\_\_\_
- 5. Contact person \_\_\_\_\_
- 6. Email address \_\_\_\_\_
- 7. Full mailing address \_\_\_\_\_
- 8. Telephone number \_\_\_\_\_
- 10. Number of full-time employees \_\_\_\_\_
- 11. Name of person who would be Project Manager for this project (**attach experience listing** with similar projects):  
  
\_\_\_\_\_

This person will be required to meet with the PLS Project Manager or his/her designee(s) regularly during the entire course of the installation to discuss progress.

**5.2 Experience and Existing Customers**

PLS is interested in Proposer's experiences that most closely resemble this implementation.

How many WAN system customers within 4 hours of Willmar does the Proposer have in operation? How many state-wide?

Area \_\_\_\_\_ State-Wide \_\_\_\_\_



**5.3 References**

To be a qualified Proposer, the vendor must include below three references **for high-speed data services to organizations having multiple locations**. Preference will be given to vendors with references for implementations at organizations most similar to PLS. **References will be contacted - please verify information before submitting**. Please inform your contacts to anticipate a call or email message.

Reference #1

Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Email \_\_\_\_\_  
Secondary Contact Person \_\_\_\_\_  
Secondary Contact phone # \_\_\_\_\_  
Dates of Installation \_\_\_\_\_  
Number of sites connected: \_\_\_\_\_

Reference #2

Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Email \_\_\_\_\_  
Secondary Contact Person \_\_\_\_\_  
Secondary Contact phone # \_\_\_\_\_  
Dates of Installation \_\_\_\_\_  
Number of sites connected: \_\_\_\_\_

Reference #3

Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_

Contact Person \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Email \_\_\_\_\_  
 Secondary Contact Person \_\_\_\_\_  
 Secondary Contact phone # \_\_\_\_\_  
 Dates of Installation \_\_\_\_\_  
 Number of sites connected: \_\_\_\_\_

**5.4 Prime Contractor**

**No exceptions may be taken to the following.**

If more than one vendor or company is involved in the systems and services as proposed, including support after installation, there must be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved. **List Prime Contractor here:**

\_\_\_\_\_

**5.5 Subcontractors/Partners**

Subcontractor means any corporation, partnership, or individual having a direct contract with the Contractor to provide services for this project, but will not mean any corporation, partnership, or individual who merely furnishes materials to the Contractor. A Subcontractor will include any organizations or companies from which the Contractor has secured last-mile connectivity or other services to fulfill the contract.

Every Subcontractor shall be bound by the applicable terms and provisions of the contract documents. Further information about subcontractors may be requested before award.

Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include additional sheet(s) labeled "Subcontractors/Partners" if necessary.

Subcontractor business name	Function in this project
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**5.6 Anticipated Risks**

Provide a written narrative regarding any and all anticipated risks that might prevent the timely completion of the project and the means by which the Proposer intends to deal with such risks.

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**5.7 Owner's Responsibilities**

Identify any tasks that PLS must perform and/or be responsible for in order to accomplish the implementation of the system if any. (Attach separate sheet labeled "Delivery and Installation" if needed.)

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**5.8 Service After Installation**

a. How many service personnel trained in maintaining the proposed system are employed by Proposer within 4 hours travel of PLS?

Service Personnel \_\_\_\_\_

b. Provide the address of Proposer's service center(s) nearest to the PLS Willmar location:

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

**5.9 System and Services Information**

**Respond to the following** (use additional space/pages following this, as needed)

1. Resiliency/fault tolerance:

a. Describe any resilient and/or fault-tolerant features that are designed into the proposed offering.

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- b. If resilience/fault tolerance would be available only at specific sites, please list those sites.

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- c. If resilience/fault tolerance is optional at an extra cost, describe the options with associated costs.

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2. System Growth/Expansion:

- a. Describe the process for adding a site to the leased WAN

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- b. List any limitations to system growth or expansion in the offered services.

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3. Cyber Security: describe the processes, software, equipment, and/or procedures that provide cyber protection in your offering, if any. For example, is all traffic encrypted throughout the network?

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**5.10 Value Added**

Describe any "value-added" services, materials, or equipment the Proposer offers to PLS, including any limitations, exclusions, or other conditions associated with these offerings. Indicate whether the offerings are one-time or recurring during the term of the contract. (If more space is needed, attach information after this page.)

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**5.11 Term of Agreement**

PLS is requesting a three (3) year term for this contract for services, with two optional 1-year extensions.

If Proposer desires a different term length, state your preferred length of term for initial service, and any subsequent anticipated additional length(s) of term(s), and how associated prices/fees would be affected.

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**5.12 Price Summary**

1. Prices submitted shall include the supply of materials, equipment, labor, supervision, overhead and profit, warranties, permits, fees, maintenance, etc., and will represent the entire cost to the Owner for the complete and operational service.
2. It is the Proposer's responsibility to determine configuration needs and related costs.
3. Proposer should offer its "lowest corresponding price" per USAC requirements.
4. MRC stands for "monthly recurring cost" and must include all ongoing costs to the Owner.
5. NRC stands for "non-recurring cost" and must include all one-time/initial costs such as new cabling build-out, initial connection fees, and all other one-time costs to implement the WAN.
6. Be sure to provide pricing before any E-rate discounts are applied.

COMPLETE THE TABLE ON THE FOLLOWING PAGE

SITE	50Mbps		100Mbps		1Gbps	
	MRC	NRC	MRC	NRC	MRC	NRC
Pioneerland Library System / Willmar Public Library (link 1)						
Pioneerland Library System / Willmar Public Library (link 2)						
Appleton Public Library						
Atwater Public Library						
Benson Public Library						
Bird Island Public Library						
Brownton Public Library						
Canby Public Library						
Clara City Public Library						
Cosmos Public Library						
Dassel Public Library						
Dawson Public Library						
Fairfax Public Library						
Glencoe Public Library						
Graceville Public Library						
Granite Falls Public Library						
Grove City Public Library						
Hector Public Library						
Hutchinson Public Library						
Kerkhoven Public Library						
Lake Lillian Public Library						
Litchfield Public Library						
Madison Public Library						
Maynard Public Library						
Milan Public Library						
Montevideo Public Library						
New London Public Library						
Olivia Public Library						
Ortonville Public Library						
Raymond Public Library						
Renville Public Library						
Spicer Public Library						
Winsted Public Library						

**5.12.1 Site Disconnects**

Describe how pricing would be adjusted if any site is dropped from the contract during the contract term. (If more space is needed, attach information after this page.)

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**5.13 Add Alternates**

PLS may or may not select the following and may award any combination in any order.

- 1. ADD ALTERNATE #1:** At a secondary PLS site (to be determined by PLS), provide firewall equipment, software, software licenses, connectors, cables, all required miscellaneous materials, and labor to configure, install test, and document the system, as well as initial and ongoing services to maintain, troubleshoot, repair, update, upgrade, support, etc. the firewall system/services.

Cost per year: \$ \_\_\_\_\_

**5.13.1 Cost Savings/Potential Deduct Alternates**

If PLS can realize cost savings by performing tasks normally performed by the Contractor, or if there are other means by which PLS can save money, please state those and the cost savings associated with each. Describe any conditions in detail on the page(s) immediately following this page.

Item/Task	Amount in \$
1. _____	_____
2. _____	_____
3. _____	_____



**5.14 Signature and Addenda Acknowledgement**

The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of PLS's Request for Proposal.

Firm Name \_\_\_\_\_

Authorized Signer's Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Contract Addenda Received (with the date each was received)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_