

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

REQUEST FOR PROPOSALS  
FOR AN  
INTERNET SERVICE PROVIDER  
FOR THE  
Pachuta Public Library Branch  
East Mississippi Regional Library System

## RFP No: P-Internet2019

---

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until 2/28/2019 @ **10:00 a.m.** Central Time for the acquisition of the products/services described below for **Pachuta Public Library**

**MANDATORY VENDOR CONFERENCES:**  
(1/22/19) or (1/29/19)

**NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS THAT  
NO EXCEPTION MAY BE TAKEN.**

---

**The Vendor must submit proposals and direct inquiries to:**

East MS Regional  
Library System  
**Matt Gully**  
**Director**  
**116 Water Street**  
**Quitman, MS 39355**  
**eastmrls@gmail.com**

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

<p>PROPOSAL, SUBMITTED IN RESPONSE TO</p> <p>RFP NO. P-Internet2019 due <b>2/28/2019</b> @ 10:00 a.m., ATTENTION: Matt Gully, Director East MS Regional Library System 116 Water Street Quitman, MS 39355</p>
---

---

**Signature**

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

**Enterprise Public Library**

**VERIFICATION OF RECEIPT OF SOLICITATION**

**RFP Number: P-Internet2019**  
**Internet Access / ISP Services**

Complete and **return this page immediately** to verify receipt of  
Solicitation

Company Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**RETURN IMMEDIATELY TO: Matt Gully**  
**Director**  
**East MS Regional Library System**  
**116 Water Street**  
**Quitman, MS 39355**

## Contents

VERIFICATION OF RECEIPT OF SOLICITATION .....	3
SECTION 1: INTRODUCTORY INFORMATION .....	6
PURPOSE OF THIS REQUEST FOR PROPOSAL.....	6
STATEMENT OF BUSINESS NEED .....	6
LIBRARY AUTOMATION CONFIGURATION.....	6
E-RATE & SLD (SCHOOL AND LIBRARIES DIVISION).....	6
SECTION 2: ADMINISTRATIVE REQUIREMENTS .....	7
INTRODUCTION .....	7
COMMUNICATIONS WITH THE LIBRARY.....	7
REGISTRATION WITH USAC .....	7
VERIFICATION OF RECEIPT .....	7
PRE-PROPOSAL CONFERENCE .....	7
QUESTIONS .....	8
DELIVERY OF PROPOSALS.....	8
OPENING OF PROPOSALS .....	8
PERIOD OF VALIDITY OF PROPOSALS .....	8
COST OF PROPOSAL.....	8
REJECTION OF PROPOSALS .....	8
PROPOSAL DISPOSITION .....	9
WITHDRAWAL OF PROPOSALS.....	9
ERRORS IN PROPOSALS .....	9
MULTIPLE PROPOSALS .....	9
CLARIFICATION OF PROPOSALS .....	9
PROPRIETARY PROPOSAL MATERIAL .....	9
FINANCIAL REQUIREMENTS .....	10
INCORPORATION OF RFP AND PROPOSAL IN CONTRACT.....	10
PRIME CONTRACT RESPONSIBILITY.....	10
CERTIFICATION OF PROPOSALS.....	10
SECTION 3: PROPOSAL INSTRUCTIONS .....	11
3.1 READABILITY .....	11
3.2 ORGANIZATION AND COPIES.....	11
3.3 FORMAT .....	11

3.4 PROPOSAL CONTENT .....	11
3.4.1 COVER LETTER .....	11
3.4.2 MANAGEMENT INFORMATION.....	11
3.4.2.1 PROPOSER BACKGROUND & QUALIFICATIONS.....	12
3.4.2.2 REFERENCES .....	12
3.4.2.3 RESPONSE TO SPECIFICATIONS .....	12
SECTION 4: SPECIFICATIONS.....	13
4.1 CONNECTION TO THE INTERNET – REQUIREMENTS.....	13
4.2 CONNECTION TO THE INTERNET – DESIREABLE FEATURES .....	13
4.3 INSTALLATION.....	13
SECTION 5: CONTRACTUAL TERMS & CONDITIONS.....	14
SECTION 5.1: ENTIRE AGREEMENT.....	15
SECTION 5.2: SCOPE.....	15
SECTION 5.3: ACCEPTANCE TESTING.....	15
5.3.1 GENERAL.....	15
5.3.2 CRITERIA .....	16
5.3.3 ACCEPTANCE TESTS.....	16
a. Interface Acceptance Test .....	16
b. Production Acceptance Test .....	16
5.3.5 FAILURE TO MEET STANDARD OF PERFORMANCE.....	16
SECTION 5.4: PAYMENT .....	16
SECTION 5.5: VENDOR WARRANTIES.....	17
5.5.1 QUALIFICATIONS .....	17
5.5.2 PRICES AND CHARGES.....	17
SECTION 6: AWARD OF SUCCESSFUL BID .....	17
SECTION 7: KEY DATES .....	18
SECTION 8: FINANCIAL PROPOSAL SUBMISSION SHEET .....	19

## **SECTION 1: INTRODUCTORY INFORMATION**

### **PURPOSE OF THIS REQUEST FOR PROPOSAL**

The Pachuta Public Library (The Library) is accepting quotations for eligible Internet services as defined by Schools and Libraries Division (SLD) of the Universal Services Administration Company (USAC).

### **STATEMENT OF BUSINESS NEED**

#### **Role of the LIBRARY**

The Library seeks to begin this service July 1, 2019 and end on June 30, 2020. The termination date for services is dependent upon the terms of service selected by The Library. The initiation and termination dates are subject to change by mutual agreement.

### **LIBRARY LOCATION**

**Hwy. 11 North**

**Pachuta, MS 39347**

### **LIBRARY AUTOMATION CONFIGURATION**

The LIBRARY current technology configuration that should be considered. The successful vendor will supply any equipment in addition that already owned by the Library. All equipment supplied will be owned and maintained by the successful vendor.

### **SITE VISIT**

The cost of any such visit and/or inspection shall be solely that of the proposer.

### **E-RATE & SLD (SCHOOL AND LIBRARIES DIVISION)**

The Library funds the majority of its Internet Service through the Federal Communication Commission's Universal Service Order which implemented the Telecommunications Act of 1996. The Order ensures that all eligible schools and libraries have affordable access to modern telecommunications and information services. This program, often referred to as the E-rate, began in 1997. The SLD, an independent not-for-profit entity established by FCC rules has responsibility for administering the schools and libraries program. Under the E-rate program, the Library will pay the non-discounted portion of the pre-discounted cost of Internet Service to its provider. The service provider will seek reimbursement from the SLD for the discount amount.

## **SECTION 2: ADMINISTRATIVE REQUIREMENTS**

### **INTRODUCTION**

This section of the RFP details the procedures which the Library has established for managing and directing the RFP process. The purpose of these procedures is to ensure that the Library receives proposals which are the result of an open, competitive process, and to ensure that proposers receive fair and equitable treatment in the solicitation, receipt and review of their proposals.

The Library may reject the proposal of any proposer who fails to comply with any of the requirements of this Section.

### **COMMUNICATIONS WITH THE LIBRARY**

All proposer communications concerning this Project should be directed in writing or by email to:

Jason Mayo, Consultant

East MS Regional Library System

116 Water Street

Quitman, MS 39355

eastmrls@gmail.com

Proposers who seek to obtain information, clarification or interpretation from another Library official or employee are advised that such material is used at the proposer's own risk, and the Library shall not be bound by any such representations. Any attempt to bypass the above-mentioned contact may be grounds for rejection of the proposer's proposal.

### **REGISTRATION WITH USAC**

Proposers must become a service provider registered with USAC and provide their Service Provider Identification Number (SPIN) and Service Provided Annual Certification (SPAC) in the cover letter of its proposal. Information about USAC Service Providers is available at <http://www.universalservice.org/sp/>.

### **VERIFICATION OF RECEIPT**

Proposers who wish to pose questions, receive answers to questions posed by other proposers, receive addenda to the RFP and related information, must submit a completed Verification of Receipt to Jason Mayo, via email at eastmrls@gmail.com. A letter of intent is not required to submit a proposal.

The Verification of Receipt must designate the officer, employee or agent who will be the proposer's contact for all communications regarding this RFP.

### **PRE-PROPOSAL CONFERENCE**

There will be pre-proposal conferences in conjunction with this RFP on the dates of 1/22/19 and 1/29/19.

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

## **QUESTIONS**

All inquiries received from prospective vendors who submit a Verification of Receipt, will be answered.

All inquiries must be received from prospective vendors via email at [eastmrls@gmail.com](mailto:eastmrls@gmail.com)

Such inquiries, answers and updates will be posted at [emrl.lib.ms.us/e-rate](http://emrl.lib.ms.us/e-rate)

Questions must be received by the Library by 2/28/2019@9:00AM.

## **DELIVERY OF PROPOSALS**

Proposals must be received at The Library no later than 10:00 a.m. (CST) 2/28/2019.

Proposers shall deliver an original plus one (1) copy of the proposal to:

Attn: Matt Gully, Director

East MS Regional Library System

116 Water Street

Quitman, MS 39355

Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the proposal due date and time. Vendors are solely responsible for ensuring that proposals are delivered on time.

Proposals received after the due date and time will be returned unopened.

## **OPENING OF PROPOSALS**

Proposals will be opened at the 116 Water Street, Quitman, MS 39355, 2/28/2019@10:30 a.m.

Proposals shall be opened publicly. The name of each offeror shall be read publicly and recorded. All other information contained in proposals shall be confidential as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.

## **PERIOD OF VALIDITY OF PROPOSALS**

The Proposer must certify that its proposal will remain in effect for 120 days after the Proposal Due Date. The Library may request an extension beyond the 120 days.

## **COST OF PROPOSAL**

This RFP does not under any circumstances commit the Library to pay any costs incurred by any proposer in the submission of a proposal or in the participation in demonstrations. The proposer is responsible for all costs associated with its response to this RFP.

## **REJECTION OF PROPOSALS**

The Library reserves the right to reject all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

### **PROPOSAL DISPOSITION**

All material submitted in response to this RFP, except for proprietary material, shall become the property of the Library upon receipt by the Library.

### **WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their proposals in writing, provided such requests are received by the Library prior to the scheduled closing time for filing proposals.

### **ERRORS IN PROPOSALS**

Proposers are responsible for errors and omissions in their proposals, and any such errors and omissions will not serve to diminish their obligations to the Library.

### **MULTIPLE PROPOSALS**

Proposers may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package which can be considered independently of any other proposals from the same Proposer.

### **CLARIFICATION OF PROPOSALS**

The Library reserves the right to obtain clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification will result in rejection of the Proposer's proposal.

Such requests for clarification shall be made at the sole discretion of the Library, and the Library's retention of this right shall in no way reduce the responsibility of Proposers to submit complete, accurate and clear proposals.

### **PROPRIETARY PROPOSAL MATERIAL**

The Library will attempt to protect legitimate trade secrets of any Proposer. Examples of such information would be unpublished descriptions of proprietary aspects of the proposed System. Any proprietary information contained in the proposal must be clearly designated as such and should be separately bound and labeled with the words "Proprietary Information". Appropriate references to this separately bound information must be made in the body of the proposal.

Marking all or nearly the entire proposal as proprietary may result in the rejection of the proposal. In this regard, the Library may reject any proposal it cannot fairly evaluate without the information marked proprietary.

Proposers should be aware that the Library is required by law to make its records available for public inspection, with certain exceptions. It is the Library's belief that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. However, the Proposer, by submission of materials marked proprietary, acknowledges and agrees that the Library will have no obligation or liability to the Proposer in the event that the Library must disclose these materials.

Pachuta Public Library

Internet-FY2019

470 # 190014152

### **FINANCIAL REQUIREMENTS**

Each Proposer's Proposal must include firm fixed costs associated with delivering and installing a System that meets the requirements set forth in Section 4: Specifications. Any other costs beyond those associated with meeting Section 4: Specifications must be separately identified as supplemental. Each Proposer's financial proposal must certify that the price submitted in this proposal includes all hardware, software, interfaces, delivery, installation, maintenance, miscellaneous expenses, training, travel, service and any other components.

### **INCORPORATION OF RFP AND PROPOSAL IN CONTRACT**

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the Library's contract with the Proposer.

### **PRIME CONTRACT RESPONSIBILITY**

If a Proposer's proposal includes hardware, software, or services to be provided by other entities, it is mandatory for the Proposer to be able to procure all of the products proposed to meet the mandatory specifications. The Proposer must be the sole point of contact for any and all charges resulting from the purchase of the proposed hardware, software, and services for the initial procurement, as well as any additional items that are proposed to be supplied directly by the Proposer.

The Proposer must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied directly by the Proposer. The Proposer must also provide maintenance and warranties for its products and pass through warranties of other entities. The Proposer's proposal must clearly indicate the hardware, software or services which are not marketed or maintained by their firm.

### **CERTIFICATION OF PROPOSALS**

The submission of a proposal shall indicate the intention of the Proposer to adhere to the provision's described in this RFP.

## **SECTION 3: PROPOSAL INSTRUCTIONS**

### **3.1 READABILITY**

Proposers are advised that the Library's ability to conduct a thorough evaluation of proposals is dependent on the proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential, and is the proposer's responsibility.

### **3.2 ORGANIZATION AND COPIES**

To be considered responsive, proposals must include a cover letter, management information, Responses to Specifications, a Financial Proposal and may include supplemental reference materials. Each of these components must be clearly labeled. Proposals must be sealed. Proposals should be organized as follows:

Cover Letter: original +1 copy

Management Information: original +1 copy

Responses to Specifications: original + 1 copy

Financial Proposal: original +1 copy

Supplemental Reference Materials (if included): original +1 copy

### **3.3 FORMAT**

To the extent possible, proposals should be prepared on 8-1/2 x 11 paper and bound in ring binders. Fold outs for charts, tables and spreadsheets are acceptable. Tabs should be used to index and separate the various sections within each binder.

Any reference materials included should be bound separately and numbered for ease of use.

Pages should be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced in text. Any references to supporting documents should include the document, page and section/paragraph numbers.

### **3.4 PROPOSAL CONTENT**

#### **3.4.1 COVER LETTER**

The cover letter must be signed by an individual authorized to legally commit the Proposer, must identify a Proposer Contact with name, title, address, phone, fax (if available) and e-mail address (if available), must certify that the Proposer's proposal(s) meet all requirements in the Specifications section, certifies the Proposer agrees to payment terms from Section 5.4 and must certify that the proposal is valid for ninety days from the date of submission. The cover letter must include the Proposer's USAC Service Provider Identification Number (SPIN).

#### **3.4.2 MANAGEMENT INFORMATION**

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

### **3.4.2.1 PROPOSER BACKGROUND & QUALIFICATIONS**

The proposal must provide a general description of your company (including size, years of operation, and customer base) and a statement of any pending litigation. Specifically describe:

- Parent company, if any.
- the history of your company as an Internet Service Provider.
- Technical support, describing fully your support for the services proposed, including hours of availability, methods of contact, and key personnel.

### **3.4.2.2 REFERENCES**

Proposer must provide a minimum of three (3) references. These references should be current customers having utilizing services similar to those requested in this RFP for a period of one year or longer. References from public libraries or other type libraries are especially encouraged. References for service at 100 Mbps or higher for a period of one year or longer are highly preferred.

The format for each reference should be: customer name, business address, name of contact, telephone number of contact and specific service provided and dates of installation.

The Library reserves the right to contact and /or visit the customer references identified by Proposers, as well as any other customers and customer employees, subcontractors and others, not identified by Proposers, directly involved in the project.

### **3.4.2.3 RESPONSE TO SPECIFICATIONS**

Indicate response to specifications as follows:

(Name of Proposer) meets all requirements listed in 4.1 Connection to the Internet – Requirements

(Name of Proposer) (does) (does not) provide Network Address Translation Service for the entire library

**Note: Proposers failing to meet all requirements in 4.1 Connection to the Internet – Requirements will not be considered.**

### **3.4.2.4 FINANCIAL PROPOSAL**

Vendors must use the financial proposal form (or a duplicate) located at the end of this document.

## **SECTION 4: SPECIFICATIONS**

### **4.1 CONNECTION TO THE INTERNET – REQUIREMENTS**

The connection will provide connection to the Internet with circuit located at:

Hwy. 11 North

Pachuta, MS 39347

The connection must be at a minimum of 50 Mbps. Vendors may also propose at increments of 100 Mbps. All equipment from the connection termination point to the Library equipment must be provider owned and maintained.

All interconnections between the Internet Service Provider (ISP) and The Library must be RJ45 jacks provided at a 50 Megabit minimum.

This request is also for a service level agreement. All bandwidths are to be provided as fully available at all times. For example, a 20 Megabit Internet connection is guaranteed to provide 20 Megabits (as defined by industry standards) to the LIBRARY. Service circuits providing service level that varies widely from the agreed to and guaranteed connection speeds will be considered in breach of contract.

Circuit must provide symmetrical bandwidth.

Service must be fully functional by the beginning of the contract term.

Seven (7) Available Public IP addresses for servers and other devices requiring outside access must be provided. With cost provided at increments of 7 moving forward.

DNS Service must be provided

ISP must provide circuit utilization data in a timely manner upon request of The Library.

### **4.2 CONNECTION TO THE INTERNET – DESIREABLE FEATURES**

Network Address Translation Service for the entire library must be provided.

Web content filtering meeting Child Internet Protection Act (CIPA) guidelines.

### **4.3 INSTALLATION**

Installation of data line and configuration of: a) Vendor's router; b) Library owned equipment must be stated as a separate cost. Installation of the data line must be coordinated with the Library to minimize disruption of service to the library and minimize changes to the library/community center building.

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

## **SECTION 5: CONTRACTUAL TERMS & CONDITIONS**

For purposes of applicability under the Universal Services Fund E-Rate program, there must be a mutually agreed upon contract number that is used on all billing documents.

This section contains the Library's general contract terms and conditions. These terms will be the basis for negotiation with the Apparent Successful Vendor and are provided to allow prospective Vendors to acquaint themselves in advance with the Library's contracting requirements.

Pachuta Public Library  
Internet-FY2019  
470 # 190014152

**AGREEMENT TO SUPPLY THE QUITMAN PUBLIC LIBRARY WITH  
INTERNET ACCESS SERVICES**

**Contract Number:**

THIS AGREEMENT, which includes the Library's Request for Proposals for an Internet Service Provider, the Vendor's response thereto, the Schedules and Attachments, is made this day of \_\_\_\_\_, 19\_\_, (the "Effective Date"), by and between Pachuta Public Library, a public library in the State of Mississippi ("Library"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Mississippi ("Vendor").

**SECTION 5.1: ENTIRE AGREEMENT**

This Agreement, including all Schedules and Attachments referenced herein, constitutes the entire Agreement between Vendor and the Library. The RFP and the Proposal are specifically included as part of this Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement, then the RFP, and finally the Proposal. This Agreement supersedes any other oral or written representation between the Library and the Vendor.

**SECTION 5.2: SCOPE**

The Vendor shall furnish, and the Library shall accept, in aggregate or as separate services based on the terms and subject to the conditions set forth in this Agreement, ISP and or telecommunication services which shall consist of data communications services and any hardware and/or software and documentation that satisfies the Library Request for Proposal for an Internet Service Provider.

**5.2.1 AGREEMENT COMMENCEMENT & EXPIRATION DATES**

The agreement shall commence upon the Library's receipt of written notification from the Vendor that it is ready to proceed. Installation shall be completed as soon as reasonably practicable thereafter and no later than \_\_\_\_\_ and completed no later than \_\_\_\_\_.

The termination date for the agreement shall be \_\_\_\_\_. The LIBRARY has the right to extend the contract up to (2) year terms.

The Library reserves the right to cancel the whole or any part of this contract without penalty. The Library will issue a written thirty (30) day notice of such cancellation

**SECTION 5.3: ACCEPTANCE TESTING**

**5.3.1 GENERAL**

This section establishes a series of phased acceptance tests which must be satisfied before the ISP service is accepted by the Library. No phase of this service shall be deemed to be accepted by the Library and the Library shall have no obligation to the Vendor for any payment for that phase under this Agreement until the appropriate acceptance testing is successfully completed.

### **5.3.2 CRITERIA**

The acceptance test shall begin when the Vendor notifies the Library in writing, that the ISP service has been installed and is ready for testing. It will end when the ISP service has met all acceptance test requirements by operating in conformance with and satisfying all conditions of the Library's specifications, the Vendor's response to these specifications. Failure to meet or exceed all of these requirements shall constitute failure to successfully complete this acceptance test.

### **5.3.3 ACCEPTANCE TESTS**

#### **a. Interface Acceptance Test**

This test will verify that the ISP service effectively meets interface requirements within the Library's normal production environment. The successful completion of the interface acceptance test will mark the start of production.

#### **b. Production Acceptance Test**

The system must operate without substantial problems or downtime for sixty (60) consecutive days in production.

### **5.3.4 CONTINUATION OF ACCEPTANCE TEST**

In the event that the ISP service does not successfully meet or exceed the requirements of an Acceptance Test, the Library may at its sole discretion, elect to repeat any or all acceptance test(s).

### **5.3.5 FAILURE TO MEET STANDARD OF PERFORMANCE**

If the ISP service fails to successfully meet all requirements of an Acceptance Test, the Library may, at its sole option, require the Vendor to correct the problem, or may terminate this Agreement without penalty and, in addition to pursuing its other remedies, require the Vendor to remove the ISP service at the Vendor's expense.

## **SECTION 5.4: PAYMENT**

All payments by the LIBRARY for Internet Service are dependent on LIBRARY's receipt of E-Rate discounts for the term of contracted services. The LIBRARY reserves the right to reject all quotations.

Contract terms are sought for one, three or five years with a price redetermination every 18 months. Service will commence on July 1, XXXX. E-rate funding is awarded on an annual basis. Failure of The Library to secure funding (E-rate and/or Local Funding) or securing funding at a lower level in any year subsequent to the one beginning DATE will allow The Library to cancel service with no penalty or make payment in accordance at the lower level of funding received. The successful vendor may elect to terminate service with no penalty in event of reduced payment levels by the Library.

Billing for services must be on a monthly basis, the date of the invoice may not be before service actually begins.

Vendors must complete the Service Provider Annual Certification ("SPAC") prior to billing for any services. Payment for services will not be made prior to the vendor's successful annual certification.

Upon notification that the Library's services and installation are covered by the Universal Services E-Rate program, payment by the Library shall be made on a monthly basis for the non-discounted portion of ongoing services provided by the Vendor. If the library chooses the service provider invoicing

Pachuta Public Library

Internet-FY2019

470 # 190014152

method (SPI), the Vendor is responsible for obtaining reimbursement from the SLD (School and Libraries Division.) For all services, payment by the Library shall be made for the non-discounted portion upon completion of installation as provided in the Vendor's response to the RFP which resulted in this Agreement.

If between the dates of this Agreement and the date the ISP service is accepted by the Library, the vendor should announce a reduction in the price for the ISP service, the price for such ISP service shall be deemed to be decreased by an amount equal to the price for same or similar service.

Amounts due the Library for property damages during construction may be deducted by the Library from any money payable to the Vendor pursuant to this Agreement. The Library shall notify the vendor in writing of any claim for damages prior to the deduction thereof from amounts payable to the vendor.

The vendor shall permit the Library or the Library Board of Trustees as necessary (including after the expiration of termination of this Agreement), to inspect and audit at any and all reasonable times in (Clarke) County, Mississippi, or at such other reasonable location as the Library Board of Trustees selects, all pertinent books and records of the Vendor and any subcontractors or other person or entity that has performed work in connection with or related to the Vendor's services under this Agreement to verify the accuracy of accounting records; and shall supply the Library with, or shall permit the Library to make, a copy of any books and records and any portion thereof, upon the Library Board of Trustees' request. The vendor shall ensure that such inspection, audit, and copying right of the Library is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the vendor's services under this Agreement.

Any portion of this contract which impairs payment by the SLD or is contrary to its regulations, such provision(s) shall be deemed canceled or modified to effect compliance.

## **SECTION 5.5: VENDOR WARRANTIES**

### **5.5.1 QUALIFICATIONS**

The Vendor shall meet all requirements of USAC to act as a Service Provider and shall be authorized to do business in the State of Mississippi.

### **5.5.2 PRICES AND CHARGES**

The Vendor warrants that the price or charges for service acquired by the Library during the term of this Agreement shall be equal to or less than the prices or charges given to any other similarly situated customer. Any pricing proposed must comply with the FCC Lowest Corresponding Price Rule as required by the Universal Service First Report and Order, and restated in the FCC Erate Modernization Report and Order, adopted July 11, 2014. The FCC Lowest Corresponding Price rule prohibits an Erate service provider from offering or charging Erate applicants a price higher than the lowest price that the offeror charges to non-residential customers who are similarly situated to a particular school, library, rural health care provider or consortium that purchase directly from the provider.

## **SECTION 6: AWARD OF SUCCESSFUL BID**

Price shall be the primary determining factor but not the sole criteria in selection of an Internet Service Provider for the Library.

## SECTION 6.1: Evaluation Criteria

The Library will be evaluating and weighing the following criteria when considering the various Internet Access proposals. These standards are listed in descending order of importance.

<b>Evaluation Criteria</b>	<b>Weight</b>
Cost effectiveness of service	50%
Comprehensive implementation designed to minimize disruption of current library Internet activities	25%
Experience and capabilities of account support group	15%
Locality to the Library System	10%
<b>Total</b>	<b>100%</b>

## SECTION 7: KEY DATES

Last day the Library will accept written questions concerning the RFP:

2/28/2019 9:00 a.m.

Mandatory Walk Through:

1/22/2019 10:00 a.m. or

1/29/2019 10:00 a.m.

Last day the Library will accept Proposals:

2/28/2019 10:00 a.m.

Day the Library will open Proposals:

2/28/2019 10:30 a.m.

Day Library will be receiving Internet Service:

7/1/2019

## SECTION 8: FINANCIAL PROPOSAL SUBMISSION SHEET

### Pachuta Public Library FINANCIAL PROPOSAL

#### \_\_\_\_ MG Connection

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

#### \_\_\_\_ MG Connection

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

#### \_\_\_\_ MG Connection

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

#### \_\_\_\_ MG Connection

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

\_\_\_\_\_ **MG Connection**

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

\_\_\_\_\_ **MG Connection**

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

\_\_\_\_\_ **MG Connection**

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

\_\_\_\_\_ **MG Connection**

	One Year Pricing	Three Year Pricing	Five Year Pricing
Monthly Total for Internet Service			
Ineligible Charges			
Any Other Fees			
Total Monthly Cost			
One Time Charges			

I have read and agree to the terms in Section 5.4: PAYMENT

\_\_\_\_\_  
 Signature