

# Request for Proposal for Boston Public Library Wireless Access Point and Controller Upgrade for the FY2019 Period, beginning July 1, 2019 through June 30, 2020

The City of Boston, acting by the Board of Trustees in charge of the Library Department of the City of Boston hereinafter referred to as the “Awarding Authority” request proposals for Boston Public Library Wireless Access Point and Controller Upgrade.

## Part A: Introduction

### 1. General Notice to Proposers: **READ THIS SECTION BEFORE RESPONDING TO THE RFP**

1.1. Proposers are advised to thoroughly review the RFP.

1.2. **Release Date: Friday, February 8, 2019, 2:00pm (Eastern).**

1.3. Proposers with questions of a substantive nature must submit questions in writing, only by e-mail **by the deadline specified below to the BPL staff member listed below.** Answers to questions will be posted on the City of Boston Supplier Portal Bid Event for this RFP, they will be posted in the “Comments and Attachments” section of the RFP Bid Event and to the EPC portal. Only written answers will be binding upon the Official.

1.4. Submitting questions via email is the sole vehicle for communicating with the BPL regarding this RFP. Any unauthorized contact with the BPL staff or agent is cause for rejection of a Proposal.

1.5. It is incumbent upon the Service Provider to point out any possible discrepancies, omissions or ambiguities using the process referred to in this section. It is the sole responsibility of the Service Provider to check the City of Boston Portal Bid Event in the “Comments and Attachments” section for this RFP and the USAC E-rate Productivity Center (“EPC”) portal for any addenda that may be issued. Addenda will not be distributed otherwise. In the event of a conflict between the answers provided in any addenda and the term of the RFP, the addenda will govern. **Deadline for Request for Information Questions: Tuesday, February 12, 2019, 2:00pm (Eastern).**

1.6. Direct all questions regarding this RFP to:

Carl Lehto, Contract Administrator  
Business Office/Rm. 332, Boston Public Library  
700 Boylston Street  
Boston, MA 02116  
Email: clehto@bpl.org

1.7. **Deadline for Submission: Proposal is due on Thursday, March 14, 2019, 2:00pm (Eastern).**

1.8. When registering for this RFP through the City of Boston Supplier Portal:

**[www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement)**

- 1.8.1. Please include your preferred contact person's name (Authorized to sign documents and contracts), telephone number, and email address.
- 1.8.2. This will ensure that you will receive copies of all answers to vendor questions regarding this RFP.
- 1.8.3. The subject line of any email communication must be labeled "Bid Event EV00006432, Wireless Access Point and Controller Upgrade – QUESTIONS."

## **2. Submission Requirements**

Proposers are advised to carefully review the RFP for all submission requirements. Failure to adhere to the requirements as set forth throughout this document shall result in disqualification. In addition to the requirements set for the below, Proposers should refer to Part F for information regarding minimum requirements and evaluation criteria.

### 2.1. Cover Letter

- 2.1.1. Proposer shall include a signed cover letter detailing why your firm is best qualified to provide the requested Boston Public Library Wireless Access Point and Controller Upgrade. The cover letter can be attached to the proposal package or uploaded as a separate attachment in the City of Boston Supplier Portal.

### 2.2. Demonstrated Performance and Satisfactory Experience

- 2.2.1. Proposer shall have a demonstrated and satisfactory record of performance in furnishing the requested services.

### 2.3. Price Proposal Submission.

- 2.3.1. Refer to Part F, Section 8.1.

### 2.4. If vendor elects to submit their **proposal in a hard copy form**, please do the following: Deliver one original and five copies of the proposal to the Business Office of the Boston Public Library at the address noted in 1.6 above.

- 2.4.1. Your response package must be clearly marked: "**Proposal** for Boston Public Library Wireless Access Point and Controller Upgrade.  
Submitted by: [Name of Proposer], Date submitted".

## **3. Confidentiality.**

- 3.1. The contents of each proposal submitted shall remain confidential, and will not be made available to competing proposers. Proposers wishing to review the contents of competing proposals may do so only after a contract has been awarded and executed.

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## **Part B: Project Detail and Specifications:**

The following equipment and services (or equivalent) are requested:

- Quantity – 250
- Manufacturer - Meraki
- Hardware Part number – MR52-HW
- License Part number – LIC-ENT-3YR
- Length – 3yr
- Description – Meraki MR52 Cloud Managed AP, 3Yr Cloud Controller License
  
- Hardware installation of devices at the following locations:
  - Copley Central Branch - 700 Boylston St, Boston, Ma 02116
  - Chelsea Public Library - 569 Broadway, Chelsea, Ma 02150
  - Malden Public Library – 36 Salem St, Malden, Ma 02148
  - Adams Street Branch - 690 Adams Street, Dorchester, Ma 02122
  - Archival Center - 201 Rivermoor St, West Roxbury , Ma 02132
  - Brighton Branch - 40 Academy Hill Road, Brighton, Ma 02135
  - Charlestown Branch - 179 Main Street, Charlestown, Ma 02129
  - Chinatown Branch – 2 Boylston St, Boston, Ma 02116
  - Codman Square Branch - 690 Washington Street, Dorchester, Ma 02124
  - Connolly Branch - 433 Centre Street, Jamaica Plain, Ma 02130
  - Dudley Branch - 65 Warren Street, Roxbury, Ma 02119
  - East Boston Branch - 365 Bremen Street, East Boston, Ma 02128
  - Egleston Square Branch - 2044 Columbus Avenue, Roxbury, Ma 02119
  - Faneuil Branch - 419 Faneuil Street, Brighton, Ma 02135
  - Fields Corner Branch - 1520 Dorchester Avenue, Dorchester, Ma 02122
  - Grove Hall Branch - 41 Geneva Avenue, Dorchester, Ma 02121
  - Honan-Allston Branch - 300 North Harvard Street, Allston, Ma 02134
  - Hyde Park Branch - 35 Harvard Avenue, Hyde Park, Ma 02136
  - Jamaica Plain Branch - 30 South St Jamaica Plain, Ma 02130
  - Lower Mills Branch - 27 Richmond Street, Dorchester, Ma 02124
  - Mattapan Branch - 1350 Blue Hill Avenue, Mattapan, Ma 02126
  - North End Branch - 25 Parmenter Street, Boston, Ma 02113
  - Parker Hill Branch - 1497 Tremont Street, Roxbury, Ma 02120

- Roslindale Branch - 4246 Washington Street, Roslindale, Ma 02131
- South Boston Branch, 646 East Broadway, South Boston, Ma 02127
- South End Branch - 685 Tremont Street, Boston, Ma 02118
- Uphams Corner Branch - 500 Columbia Road, Dorchester, Ma 02125
- West End Branch - 151 Cambridge Street, Boston, Ma 02114
- West Roxbury Branch - 1961 Centre Street, West Roxbury, Ma 02132

Installation must be physically completed without equipment or assistance from the Boston Public Library in regards to ladders and/or staging equipment, etc.

Vendors bidding alternative solutions must include the access points, 3 year licenses, and controller (if applicable) in order to be considered equivalent. Items bid in alternative proposals must include all the features of the equipment requested. Interoperability, compatibility, and integration with existing Meraki hardware will be a critical feature in the evaluation of bids.

For all bids, E-rate eligible and ineligible costs must be specifically identified by the vendor in the bid. Any costs not identified as E-rate ineligible will be assumed to be eligible, and vendors will be responsible for covering the difference between the ineligible and eligible prices should USAC determine that the costs listed as eligible by the vendor are not eligible for E-rate discounts.

## E-RATE

Final action on any submitted bids will be contingent of receipt of E-RATE funding and a decision by the Awarding Authority to proceed with procurement. Please be advised that the Awarding Authority uses the SP Invoice form (Form 474) methodology to pay our portion of the expenses. The successful bidder is responsible for invoicing USAC for the discounted portion of the expenses and invoices the Awarding Authority for our portion of the expenses ONLY. Bidders must have a USAC SPIN and include it with their bid response.

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**PART C: Vendor Selection Criteria**

See PART F, Section 7 of Additional Terms and Requirements

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## **Part D. Information & Conditions**

### **1. REQUEST**

The Trustees of the Public Library of the City of Boston (the “Awarding Authority”) request proposals for Boston Public Library Wireless Access Point and Controller Upgrade. Proposers must adhere to all legal as well as policy requirements called for by this RFP.

### **2. ADDENDA**

If issued, any supplemental instructions, amendments, or changes in the RFP, or attached shall, in the form of a written addendum to this Request, or via email notification to registrants on the “comments and attachments” section of the corresponding Bid Event on the City of Boston Supplier Portal: “[www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement)” and to the EPC website, [portal.usac.org](http://portal.usac.org).

Failure of any proposer to respond to any such addenda shall not relieve such proposer from any obligation under the proposal as submitted. At the time of the opening of proposals, each proposer shall be conclusively presumed to have received and understood all RFP documents, including all addenda, and the failure of any proposer to examine any form, instrument, or other document which is part of the RFP shall in no way relieve such proposer from any obligation arising under law from the submission of a proposal. Failure of any proposer to respond to any addenda may also result in the rejection of the entire proposal.

### **3. QUESTIONS AND CHANGES TO PROPOSAL**

All questions as to the interpretation of the RFP, Specifications, Evaluation Criteria, and all other contract documents shall be submitted in writing to the Official’s designee, as specified in Part A, Section 1.3.

Answers to such questions will be posted on the “comments and attachments” section of corresponding Bid Event on the City of Boston Supplier Portal:

[www.cityofboston.gov/procurement](http://www.cityofboston.gov/procurement) and to the EPC website: [portal.usac.org](http://portal.usac.org).

### **4. RESPONSIBILITY OF PROPOSER TO BE INFORMED**

Before submitting any proposals, proposers shall fully inform themselves in regards to all conditions pertaining to the RFP, and all required terms and conditions for carrying out the contract. By filing proposals, the proposers do thereby represent that they have so informed themselves. Any estimates, plans, or other information relating to the goods, services, labor, materials, or work required by the contract documents are to be considered for the purpose of evaluating the several proposals. Neither the Trustees of the Public Library of the City of

Boston, nor its officers, agents, or employees shall be responsible for the accuracy of, or bound by, such estimates, plans or information.

**5. REQUIRED CONTENT AND FORMAT OF PROPOSAL**

The Official or his designee and the Evaluation Committee shall rely on the sources of information described herein to evaluate each proposer's ability to comply with the scope of services set forth in this RFP, and to select the proposal that is most advantageous to the Awarding Authority.

**6. PROPOSAL ACCEPTANCE & EVALUATION**

Proposals shall be evaluated as set forth in Part F, sections 6 & 7.

**7. Minimum Evaluation Criteria**

See Part F Section 6, "Minimum Proposal Response Requirements."

**8. EVALUATION OF PROPOSALS USING COMPARATIVE EVALUATION CRITERIA**

The Evaluation Committee will apply comparative criteria in deciding which proposal to select from among those that meet the minimum evaluation criteria, according to the criteria set forth in Part F, Section 7 in this RFP and make recommendations to the Official.

**9. ASSIGNING COMPOSITE RATINGS**

After proposals have been assigned ratings on the basis of each evaluation criterion, evaluators will assign composite ratings to the proposals. The written explanation accompanying each composite rating will state the reasons for each composite rating.

**10. FINAL DECISION**

The Official will accept the most advantageous proposal from a responsible and responsive proposer based on the Evaluation Committee recommendations and price as reflected in Part F, section 7.

The Official or his designee shall award the contract by written notice to the selected proposer within the time for acceptance specified in the Advertisement. The parties may extend the time for acceptance by mutual agreement.

A register of proposals, with the name of each proposer and the number of modifications to the proposal, if any, will be available for public inspection following the opening of proposals. However, the content of the proposals shall remain confidential and will not be made available to competing proposers until after a contract has been awarded.

**11. PROPOSER QUALIFICATIONS**

It is the purpose and intention of the Awarding Authority not to award the contract to any proposer who does not furnish evidence, when requested, satisfactory to the Official or his designee that it has the ability and experience to perform the pertinent class of work.

**12. ACCEPTANCE OF PROPOSAL**

Proposals will be reviewed and awarded, and contracts signed prior to the filing of a FY2019 Form 471.

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## **Part E. Contract Terms & Conditions**

### **1. DEFINITION OF TERMS**

The following terms, or pronouns used in their stead, wherever they appear in these Contract documents shall be construed as follows: Also, see Part F, section 1.1 for additional definitions

- 1.1 The "**Agreement**" shall include as applicable, all Advertisements/Public Notices, Requests For Proposals ("RFP's"), Proposal(s) submitted by the Contractor, Awarding Authority's standard Contract forms, and all amendments thereto, as defined below.
- 1.2 "**Contractor**" shall mean the individual, partnership, corporation or other entity to which this contract is awarded.
- 1.3 "**Official**" shall mean the officer acting on behalf of the Trustees of the Public Library of the City of Boston in the execution of the Contract, or his/her authorized designee.
- 1.4 "**Awarding Authority**" shall mean the Trustees of the Public Library of the City of Boston.

### **2. SCOPE, ENTIRETY, AND PRECEDENCE OF DOCUMENTS**

This section of the RFP specifies the contractual terms and conditions by which the Awarding Authority will procure services from the contractor. Such services shall conform to the documents listed below, hereinafter referred to collectively as "Contract Documents."

This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

In the event of a conflict relative to the procurement process, or contractual matters, the Contract Documents set forth above, all incorporated herein by reference as if set forth herein in their entirety, shall be used to resolve such conflict. The precedence of each document is set forth below, with the first having highest precedence:

- Awarding Authority's RFP, and any Exhibits, Attachments or Amendments thereto
- Proposer's Proposal
- Implementation Plan, upon approval by both parties

### **3. TERM OF AGREEMENT**

See Part F, section 2.2



#### **4. CHANGES TO THE CONTRACT DOCUMENTS**

The Awarding Authority may require changes to the services to be performed or provided by the Contractor. Any such changes would not deviate from the original scope of services. All such changes, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to the contract, which may also be in the form of letter agreements. All such amendments or supplemental agreements shall state any increase or decrease in the amount of compensation due the Contractor.

All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing, and be signed by the Official and the Contractor.

Any waiver, expressed or implied, by the Awarding Authority or the Official of any rights, terms, or conditions of this Contract shall not operate to waive such rights, terms, or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

Unless all the terms and conditions for the delivery or provision of services by the Contractor to the Awarding Authority specified by this Contract are expressly set forth in a writing, incorporated herein by reference, such provision of services shall require written approval of, or direction by the Official, prior to the incurrence of any liability by the Awarding Authority.

#### **5. NOTICE**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or courier service addressed to the respective parties as supplied by each.

#### **6. RELATIONSHIP WITH THE AWARDING AUTHORITY**

The Contractor is retained solely for the purposes, and to the extent, set forth in this Contract. The Contractor's relationship to the Awarding Authority during the term of this Contract shall be that of an Independent Contractor. The Contractor shall have no capacity to involve the Awarding Authority in any contract, or to incur any liability on the part of the Awarding Authority. The Contractor, its agents or employees shall not be considered as having the status or pension rights of a Library employee, provided that the Contractor shall be considered an employee for the purposes of Massachusetts General Laws Chapter 268A (the Conflict of Interest Law). The Awarding Authority shall not be liable for any personal injury to, or death of, the Contractor, its agents, or employees.

#### **7. ASSIGNMENT**

Neither this Agreement, nor any portion thereof, may be assigned, by either party, without the written consent of the other party. Any attempt to assign any performance of this Agreement, without the written consent of the other party, shall be null and void, and shall constitute a breach of this Agreement.

#### **8. PERFORMANCE**

The Contractor shall assign only competent personnel to perform services pursuant to this Agreement. The Awarding Authority retains the right to request the removal of the

Contractor's personnel from the project by giving written notice to the Contractor, and the Contractor agrees to remove personnel judged by the Awarding Authority to be incompetent to perform services under this Agreement.

All work papers, reports, questionnaires, and other written material prepared or collected by the Contractor in the course of completing the work to be performed under this contract shall at all times be the exclusive property of the Awarding Authority. The Contractor shall not use such materials for any purposes other than the purpose of this Contract, without prior written consent of the Official.

The Contractor agrees that none of its officers or employees shall use or reveal any data or statistical information for any purpose other than the purpose for which it was obtained. This section shall, in part, specifically prohibit the use of such information for purposes of publicity.

**9. TIME**

It is understood and agreed that all specified times or periods of performance are of the essence with respect to this contract.

**10. COMPENSATION**

Service providers will be required to invoice BPL at a discounted rate using the SPI Form. BPL will require option B from Part F, Section 3, unless BPL elects otherwise.

**11. REMEDIES**

If either party fails to perform in accordance with the Contract Documents, the aggrieved party may terminate this Agreement, by providing written notice to the other no earlier than thirty (30) days prior to actual termination, if written notice has been provided to the other party specifying the problem, and a reasonable opportunity provided to resolve the problem, not exceeding an aggregate period to which both parties mutually agree. In addition to the basis for termination outlined in this Agreement, the Awarding Authority may terminate this Agreement if:

- The Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency; or,
- No funds are appropriated by the Awarding Authority, as specified in the Standard Contract, Form CM-11, Article 8.

In the event that, due to causes beyond the control and without the fault or negligence of either party, either party fails to meet any of its obligations under this Agreement, such failure shall not constitute a default in performance, and that party shall be granted an extension of time to make other arrangements, additions, or revised payment as shall be reasonable under the circumstances, provided that the other party is notified in writing within fifteen (15) days of the occurrence of such failure.

**12. COMPLIANCE WITH LAWS AND PUBLIC POLICY**

This Contract is made subject to all laws of the Commonwealth of Massachusetts.

The Contractor shall provide, at its sole expense, all necessary licenses, permits, or other authorizations required by the City, the Commonwealth of Massachusetts, or any other governmental agency with proper jurisdiction.

The Contractor agrees, and shall require any sub-contractor, not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin, age, or disability.

The Contractor's attention is called to Massachusetts General Laws Chapter 268A (the Conflict of Interest Law). The Contractor and its representatives shall not act in collusion with any Awarding Authority officer, agent, employee, or other party, nor shall the Contractor make gifts to any public employee or official in any way connected with this Contract, or any other matter in which the Awarding Authority has a direct and substantial interest.

The Contractor and its representatives warrant and represent that they have not paid, and agree not to pay, any bonus, commission, fee or gratuity to any employee, official or member of the Awarding Authority or to any other person for the purpose of obtaining the contract.

The Contractor shall keep itself fully informed of and at all times comply with, all City state and federal laws, rules, regulations, ordinances and codes that in any manner affect the work herein specified, and shall protect and indemnify the Awarding Authority, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations, or laws, caused by the negligent actions of the Contractor, its agents, or employees.

**13. RELEASE OF THE AWARDING AUTHORITY ON FINAL PAYMENT**

Acceptance by the Contractor of payment from the Awarding Authority for final services under this Contract shall be deemed to release, forever, the Awarding Authority from all claims and liabilities, except those of which the Contractor notifies the Official in writing within six (6) months after such payment.

**14. ASSUMPTION OF LOSS AND LIABILITY**

The Contractor shall indemnify, defend, and hold harmless the Awarding Authority, its agents, and employees, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities, of, by, or with respect to third parties, that arise from the Contractor's negligence. The Awarding Authority will also be held harmless for any injuries to the Contractor's employees that occur on the Awarding Authority's premises. Notwithstanding any provision to the contrary, the foregoing indemnity provisions shall remain in full force and effect throughout the entire warranty period and maintenance periods (if any).

**15. LIMITATION OF LIABILITY**

In no event shall the Contractor or the Awarding Authority be liable for special, indirect, or consequential damages of any nature.

**16. INSURANCE**

See Part F, section 4.1

**17. INVALIDITY**

The validity, in whole or in part, of any provision of the Contract Documents shall not void or affect the validity of any other such provision.

# Additional Terms and Requirements for Boston Public Library Wireless Access Point and Controller Upgrade for the FY2019 Period, beginning July 1, 2019 through June 30, 2020

## Part F. Additional Terms and Requirements

### 1. ADDITIONAL GENERAL REQUIREMENTS

#### 1.1. Additional Definitions

Applicant means the entity responsible for seeking discounts on eligible services under the E-rate program.

Awarding Authority means the Trustees of the Public Library of the City of Boston.

Billed Entity means the entity that remits payment to the Service Providers for services rendered to eligible schools and libraries participating in the E-rate program.

BPL means Boston Public Library.

E-rate or E-rate Program is the shorthand term used in place of “the Schools and Libraries Universal Service Support Mechanism” and refers to the funding support program for discounted eligible services to eligible schools and libraries established in the 1996 Telecommunications Act.

FCC means the Federal Communications Commission, an independent United States government agency. The FCC is responsible for the oversight of the E-Rate Program.

FCCRN means FCC Registration Number.

FRN means Funding Request Number.

MBLN means Metro Boston Library Network.

Proposal means any response provided pursuant to this RFP.

Proposer/Respondent means a Service Provider submitting a Proposal to this RFP.

RFP means Request for Proposal, and refers to this document in its entirety.

Service Provider means an entity proposing to provide the services subject to this RFP and pursuant to any resulting contract. It is used interchangeably with Contractor.

SLD means the Schools and Libraries Division of the Universal Service Administrative Company.

SPIN means Service Provider Identification Number.

Subcontractor means a person or entity performing or proposed to perform a portion of the Service Provider’s contract.

USAC or Administrator means the Universal Service Administrative Company, an independent not-for-profit company established to administer the Universal Service Fund at the direction of the FCC.

#### 1.2. E-rate Service Provider Requirements

It is the intention of BPL to apply for discounts under the Schools and Libraries (“E-rate”) program for some or all of the services that are the subject of this RFP. Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or

services. Therefore, all Service Providers responding to this RFP must participate in the E-rate Program and must comply with all applicable FCC rules.

The Service Provider is required to submit its SPIN and FCCRN as part of the Proposal (see Appendixes A and B). If you do not have a SPIN and FCCRN, you MUST obtain them before you respond to this RFP.

\*The Service Provider can obtain a SPIN by following the directions on the Schools and Libraries Division (“SLD”) web site which is found at the following URL:  
<http://www.usac.org/sl/service-providers/step01/default.aspx>

\*The Service Provider can obtain an FCCRN from the FCC web site which is found at the following URL: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

### **1.3. Document Retention, Production of Records, and Audits**

Pursuant to 47 C.F.R. § 54.516, the Service Providers have the following obligations with respect to document retention, production of records and audits:

The Service Providers shall retain documents related to the delivery of discounted telecommunications and other supported services for at least 10 years after the last day of the delivery of discounted services. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained as well. Comprehensive information about document retention requirements is found in the FCC’s Fifth Report and Order (FCC 04-190).

The Service Providers shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the FCC or any local, state or federal agency with jurisdiction over the entity.

The Service Providers shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the schools and libraries universal service support program including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. BPL must provide written consent before a Service Provider releases information to the auditor, reviewer, or other representative.

The Service Provider shall assume responsibility for its subcontractors’ compliance with the FCC requirements on document retention, production of records, and auditing.

### **1.4. Lowest Corresponding Price**

Pursuant to 47 C.F.R. § 54.511, Service Providers shall not submit bids for or charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined.

### **1.5. Pricing Transparency**

Pursuant to the FCC's E-rate Modernization Order (FCC14-99) released July 23, 2014, the Commission provided notice to all Service Providers that the receipt of E-rate support will be conditioned on disclosure of pricing information beginning in Funding Year 2015. The Commission states in the Order that contracts executed after the effective date of the Report and Order may not contain restrictions barring publication of purchasing price data, and that any such restrictions shall have no effect.

## **2. ADDITIONAL SCOPE REQUIREMENTS**

### **2.1. Contract Period**

It is anticipated that the contract resulting from this RFP will be for a period of fifteen months, from July 1, 2019 through September 30, 2020. Should there be delays related to the E-rate process which cause the last date to provide services to change from September 30, 2020 to a later date, the end date of the contract will, at BPL's discretion, be extended to that later date.

### **2.2. Timing and Delivery of Service**

It is anticipated that services under this contract will be in place as soon after July 1, 2019 as possible, at BPL's sole discretion.

## **3. ADDITIONAL INVOICING REQUIREMENTS**

Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Separate invoices are required for E-rate eligible locations and services from those that are not eligible. BPL will provide a summary of the services ordered and the corresponding locations, together with all costs. It is the burden of the Service Provider to reconcile, to BPL's satisfaction, its invoices to that summary.

All invoices must be based on a first-of-the-month through end-of-the-month cycle.

All invoices must be manually created in a form and format which BPL has approved and which itemizes services and expenses. Invoices may only be submitted after services have been provided.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification such error.

### **3.1. Invoices for E-rate Eligible Locations and/or Services**

The FCC, in its Second Report and Order (FCC 03-101), adopted a rule requiring the Service Providers to give applicants the choice each funding year to:

- (a) pay the Service Provider the full price of services, and subsequently receive reimbursement through the Billed Entity Applicant Reimbursement ("BEAR") process, or
- (b) pay the non-discounted portion of the price of services, with the Service Provider seeking reimbursement from USAC for the discounted portion.

Choosing Option (a) to pay the full price and then receive reimbursement through the BEAR process requires the applicant to submit FCC Form 472 (BEAR form) to USAC for payment of the discounted portion after having paid the full payment to the Service Provider.

Choosing Option (b) to pay the non-discounted price of services requires the Service Provider to submit FCC Form 474 (SPI form) to USAC for payment of the discounted portion. The Service Providers are required to bill applicants for the non-discount portion.

If BPL chooses Option A, BPL will work with the Service Provider to ensure that invoices are correct before payment is made to the Service Provider and subsequent reimbursement is sought from USAC. BPL will attempt to pay correct and properly-submitted invoices within 30 days of receipt.

If BPL chooses Option B, all invoices from the Service Provider must be based on the discount rate indicated in the Funding Commitment Decision Letter. The Service Provider will be responsible for submitting accurate, timely invoices to both USAC and to BPL. BPL will attempt to pay correct and properly-submitted invoices for the non-discounted portion within 30 days of receipt.

**BPL chooses Option B above for the purpose of invoicing USAC for payment of the discounted portion of E-rate eligible services provided under any contract that results from this RFP.**

### **3.2. Invoices for Non-E-rate Eligible Locations and/or Services**

All locations and/or services not eligible for E-rate must be invoiced separately. BPL will attempt to pay correct and properly-submitted invoices within 30 days of receipt.

## **4. Additional Contract Terms and Conditions**

The successful Service Provider agrees to enter into a contract prepared by BPL (hereinafter “the Proposed Contract” or “Contract”), the material terms of which are those set forth herein and in related RFP documents. Any exception to either the Terms and Conditions included in this section of the RFP or any other section, or any additional contract terms or conditions proposed by the Service Provider, must be provided as set forth in Exceptions to BPL’s Contract Terms and Conditions , below.

It is insufficient for the Service Provider to cite to a document or incorporate a document by reference. Any such citation or incorporation will be disregarded. Only those additional contract terms or conditions specifically set forth in the response section labeled Exceptions to BPL’s Contract Terms and Conditions, will be considered by BPL. Any exception or proposed additional contract term or condition not set forth in this section will neither be considered nor accepted.

BPL’s Contract Terms and Conditions will govern the Proposed Contract between Service Provider and BPL unless specific exception has been taken by the Service Provider in its Proposal. Acceptance of either exceptions to BPL’s Contract Terms and Conditions or additional contract terms or conditions proposed by the Service Provider in its Proposal is in



the sole discretion of BPL.

Under no circumstances will BPL sign any Service Provider contract or document.

The Proposed Contract, and its exhibits and addenda, if any; the referenced RFP and any attachments thereto; and the Service Provider's Proposal to the RFP will constitute the entire Proposed Contract among the Parties with respect to the subject matter hereof and will supersede all prior Proposals, negotiations, conversations, discussions and contracts among the Parties concerning the subject matter thereof. With the sole exception being any modification or change to services procured via a Contract Addendum, an example of which is attached hereto as Exhibit 1, no amendment or modification of any provision of the Proposed Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both BPL and the Service Provider. In the event of a conflict among the documents constituting the Proposed Contract, the order of priority to resolve the conflict shall be: (1) the Proposed Contract and its exhibits and addenda, if any; then (2) the referenced RFP and any attachments; and then (3) the Service Provider's Proposal to the RFP.

**4.1. Insurance Requirements.** Without limiting the Service Provider's indemnification of the Awarding Authority, the Service Provider will provide and maintain, at its own expense during the terms of the Contract, the following insurance program covering its operation hereunder. Such insurance will be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Certificates evidencing that such insurance is in full force and effect shall be delivered to the Awarding Authority prior to the final execution of the Contract, and renewal certificates will be provided annually. Failure to maintain such insurance in full force and effect throughout the terms shall constitute a material breach of the Contract and grounds for immediate termination. This section shall not apply in the event that the Service Provider is a government agency or subdivision that is self-insured.

Such insurance shall be primary to, and not contributing with, any other insurance maintained by the Awarding Authority, and shall name the Awarding Authority as an additional insured. The Service Provider agrees to carry commercial liability on an occurrence basis with insurance companies acceptable to the Boston Public Library with a minimum combined single limit liability, for bodily injury, personal injury and property damage or three million dollars (\$3,000,000.00). The Service Provider shall where applicable and through its payroll service company, take out and maintain during the term of this Contract, such Worker's Compensation insurance as may be reasonably necessary to protect COB from claims under General Laws c. 152 (the Workers Compensation Law), with limits not less than one million dollars (\$1,000,000.00) per accident.

Except in the event that the Service Provider is a self-insured government agency, Service Providers must submit a certificate of insurance with the RFP response to demonstrate they have appropriate coverage. If Service Provider is awarded a contract, they will be required to add the Awarding Authority as an additional insured and submit an updated certificate of insurance with the Awarding Authority named on it.

**4.2. Coterminous.** Any services, lines, additional equipment, etc. added during the course of the Proposed Contract must be coterminous with, (or end the same time as), the Proposed Contract, including any extensions thereto. It is also possible that schools may close during the term of a contract signed pursuant to this RFP. Service Providers shall be notified of such closures and

invoicing shall cease upon such notification. Any modification or change to services during the term of the contract signed pursuant to this RFP will be made pursuant to a Contract Addendum, a sample of which is attached as Exhibit 1.

- 4.3. Service Substitutions.** BPL reserves the right to make service substitutions as allowed for under the E-rate program provided such substitutions are allowed by the procurement laws, rules and regulations under which BPL operates.
- 4.4. Change of Service Provider.** BPL reserves the right to change a Service Provider if there is a legitimate reason to do so (*e.g.*, the Service Provider's breach of contract or the Service Provider is unable to perform the requested services).
- 4.5. Funding Commitment Contingency.** BPL, in its sole discretion, reserves the right to postpone delivery of goods and/or services under the Proposed Contract until USAC makes a Funding Commitment or to terminate the Proposed Contract without future liability in the event USAC denies a Funding Commitment.
- 4.6. Service Reports.** The Service Provider may be required to provide BPL with monthly, quarterly or yearly reports regarding services in a form and format mutually agreed upon.
- 4.7. Invoicing.** The Service Provider shall invoice according to the terms set forth in section 3 above.
- 4.8. Taxes, Fees, and other Charges.** BPL will not be responsible for any charges not specifically set forth in the Cost Proposal Worksheet included in the Service Provider's Proposal. Even if listed in the Service Provider's Proposal, there are certain non-mandatory charges that BPL will not pay. These include charges for which BPL is exempt, such as Federal Excise and Massachusetts Sales Taxes, or other non-mandatory charges such as Regulatory Cost Recovery Fees. BPL reserves the right to reject any goods that do not conform to the Service Provider's Proposal. Any and all return freight charges associated with the rejected items shall be borne by the Service Provider.
- 4.9. Gift Rule Violations.** Should the Service Provider, its principals, agents or employees act in violation of the FCC's policy regarding gifts, and should BPL be denied funding on a funding request or be subject to a commitment adjustment as a result of the aforementioned action, the Service Provider shall be liable for liquidated damages in the amount of BPL's discounted portion on each of the funding requests so denied.
- 4.10. FCC Rules, Orders, and Guidance Compliance.** The Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event the Service Provider acts or fails to act in such a way that causes BPL to lose E-rate funding, the Service Provider shall be liable to BPL for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to BPL for legal or consulting fees BPL incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; and/or to pursue an appeal.
- 4.11. Resources.** If the Service Provider believes that any resources from BPL are required related to the services being proposed, the Service Provider must list those required resources with specificity in Section 8. Acceptance of resource requirements is in the sole discretion of BPL. BPL will not accept any resource requirements not specifically listed in the Service Provider's Proposal.

- 4.12. Validity.** The validity, in whole or in part, of any provision of the Contract Documents shall not void or affect the validity of any other such provision.
- 4.13. Advertising and Promotion.** The Service Provider shall not use the BPL Logo or information about BPL in its literature or issue a press release about the subject of the Proposed Contract without prior written notice to, and written approval of, the Boston Public Library's Chief of Communications..
- 4.14. Publication of Information.** Absent prior written consent of BPL's Chief of Communications, the Service Provider shall not: (1) disclose, publish or disseminate any information, not a matter of public record, that is received by reason of the Proposed Contract, regardless of whether the Service Provider is under contract at the time of disclosure; or (2) disclose, publish or disseminate any information developed for BPL under the Proposed Contract. The Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of said information.
- 4.15. Acts of God.** Delays in delivery caused by acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or any other delays deemed by BPL to be clearly and unequivocally beyond the Service Provider's control will be recognized by BPL. However, BPL will not be liable to pay the Service Provider for any work that the Service Provider is unable to perform due to acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or mechanical, electronic or communications failure.
- 4.16. Public Records.** The Service Provider understands that BPL is bound by the Commonwealth of Massachusetts' public records law, and as such, all of the terms of the Proposed Contract are subject to, and conditioned on, the provisions of M.G.L. c. 66, § 10 *et seq.*. The Service Provider acknowledges that it is obligated to assist BPL in retaining and producing records that are subject to Massachusetts' public records law, and that the failure to do so shall constitute a material breach of the Proposed Contract, and that the Service Provider must defend and hold BPL harmless from liability under the law.
- 4.17. Authorizations and Permits.** The Service Provider covenants to have any and all licenses, permits, and certifications required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.
- 4.18. Patent and Trademark Indemnification.** The Service Provider shall indemnify BPL against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract.
- 4.19. Safety Compliance.** The Service Provider covenants that all materials, equipment and supplies provided to BPL under the Proposed Contract comply fully with all safety requirements as set forth by the Commonwealth of Massachusetts, and all applicable OSHA Standards. All electrically-powered equipment must be UL listed or BPL-approved equivalent.
- 4.20. Notices.** Notices to either party shall be sent by Certified or Registered mail to the signatories on the Contract.

## 5. ADDITIONAL PROCEDURAL RFP REQUIREMENTS

### 5.1. Communications/Questions

The only permissible communication regarding this RFP with BPL staff or BPL agents must be

directed in writing to clehto@bpl.org. This is the sole vehicle to communicate any questions regarding the RFP. The subject line of the email must be labeled “Bid Event EV00006432, Wireless Access Point and Controller Upgrade – QUESTIONS.” Unauthorized contact with any BPL staff or BPL agent is cause for rejection of the RFP Proposal.

The deadline to submit questions is Tuesday, February 12, 2019, 2:00pm (Eastern).

It is incumbent upon the Service Provider to point out any possible discrepancies, omissions or ambiguities using the process outlined above to submit questions. By failing to do so, the Service Provider waives the right to claim any provision of this RFP is ambiguous.

## **5.2. Addendum**

Answers to the written questions or any additional information or revisions or clarifications to the RFP will be provided in the form of an addendum. Only formal written responses to questions posted in this fashion will be binding.

It is the sole responsibility of the Service Provider to check the City of Boston Portal Bid Event in the “Comments and Attachments” section for this RFP and the USAC E-rate Productivity Center (EPC) portal for any addenda that may be issued. Addenda will not be mailed.

In the event of conflict with the RFP, addenda shall govern.

## **5.3. Submission of the Proposal**

Service providers must register on the City of Boston Supplier Portal at <https://www.boston.gov/departments/procurement>. The proposal must be submitted according to the format specified in Section 8 of this document. Proposals must be submitted through the City of Boston Supplier Portal or in hard copy. Responses must be fully submitted by Thursday, March 14, 2019, 2:00pm (Eastern).

The contents of each proposal submitted shall remain confidential, and will not be made available to competing proposers. Proposers wishing to review the contents of competing proposals may do so only after a contract has been awarded and executed.

When submitting your proposal electronically through the City of Boston Supplier Portal, the following forms will be part of that process:

1. Form CM-10, Standard Contract Form (HARD COPY RFP SUBMITTAL – WILL BE REQUIRED FROM THE AWARDED SERVICE PROVIDER ONLY) If Service Provider has chosen to use the electronic signature mode, the CM-10 will be e-mailed to the awarded Service Provider/designated contract signer to be signed and returned.
2. Form CM-11 CITY OF BOSTON STANDARD CONTRACT GENERAL CONDITIONS
3. Form CM-06 Certificate of Authority Form
4. Form CM-09 Contractor Certification Form
5. Form CM-16 Wage Theft Prevention
6. LW-1 Living Wage Requirements
7. LW-2 Living Wage Agreement

8. LW-8 Living Wage Affidavit
9. Form CM 15A CORI COMPLIANCE
10. Form CM 15B CORI COMPLIANCE STANDARDS

Instructions for hard copy submission are included in Part A, Section 2.4, and Part G. All content requirements for online submissions are also required for hard copy submissions.

#### **5.4. How to Amend a Proposal**

A Service Provider desiring to amend its Proposal before the RFP due date may do so by filing an amended Proposal through the procurement portal as set forth in Section 5.3. All the conditions and provisions of the original proposal will be in effect.

No Proposal may be amended after the due date of the RFP.

#### **5.5. How to Withdraw a Proposal**

A Service Provider desiring to withdraw its Proposal before the due date may do so by written request to BPL via email sent to the [clehto@bpl.org](mailto:clehto@bpl.org) or via written correspondence to:

Carl Lehto, Contract Administrator  
Business Office/Rm. 332, Boston Public Library  
700 Boylston Street  
Boston, MA 02116

After the due date, it is within BPL's sole discretion whether to allow withdrawal of a proposal.

#### **5.6. Clarifications**

After receipt of Proposals, it may be necessary for BPL to contact Service Providers with clarification questions. BPL will do so via the email address of the individual registered within the City of Boston Portal. Clarification questions often need immediate answers and short deadlines for response may be necessary. It is the Service Provider's responsibility to monitor the contact email identified at all times during the RFP process, particularly immediately following RFP deadline, and provide responses in a timely fashion. Failure to timely respond to a clarification question submitted to the contact email may result in the rejection of the Proposal.

#### **5.7. Acceptance/Rejection of Proposals**

BPL reserves the right, in its sole discretion and if deemed in the best interest of BPL, to (1) waive irregularities in any proposal; (2) accept or reject all or part of any proposal submitted; (3) reject all Proposals received in response to this request; (4) request clarifying information orally or in writing; (5) make a partial award, or not make any award; and (6) accept improperly formatted proposals.

#### **5.8. Joint Proposals**

In the event a group of Service Providers elect to jointly submit a Proposal, there may only be a single Proposal from the Service Provider designated as the prime, but all participating Service Providers must be identified in that Proposal. The Service Provider submitting the Proposal will

be responsible for all matters related to the provision and invoicing of services under this RFP and any resulting contract. BPL will make contract payments to only the Service Provider awarded a contract.

BPL reserves the right to accept the Service Provider, but reject any secondary Service Provider. The Service Provider will have the option of withdrawing its proposal, without penalty, or replacing the rejected secondary Service Provider. A contract will be written with the successful Service Provider.

**5.9. Negotiations/Award**

BPL reserves the right to determine which Service Provider, in its sole judgment, best meets the Library’s needs. Contract awards may be subject to review by the BPL President and Trustees of the Public Library of the City of Boston or their delegated authorities.

BPL will open negotiations with the highest ranked Service Provider. BPL reserves the right to open negotiations with the second highest-ranked Service Provider if negotiations with the highest ranked Service Provide are not successful, and so on.

**6. MINIMUM PROPOSAL RESPONSE REQUIREMENTS**

Minimum Proposal Response Requirements reflect those standards or attributes considered essential to the satisfactory performance of the contract. Each proposal will be evaluated to determine whether it meets all Minimum Proposal Response Requirements; proposals with one or more responses of “fail” to the Minimum Proposal Response Requirements set out below will be disqualified. Responses to the Minimum Proposal Response Requirements questions must be unconditional. BPL will determine whether Proposals have met the Minimum Proposal Response Requirements set forth below. Only those Proposals passing all of these Minimum Proposal Response Requirements, unless waived, will be passed on for evaluation according to the criteria set forth in Section 7. It is in the sole discretion of BPL whether to waive a requirement in this section.

<b>Minimum Proposal Requirements Set Forth In:</b>	<b>Pass/Fail</b>
Section 8 Proposal Format and Content (Service Provider has provided the information required and in the format required as detailed in Section 8, Proposal Format and Content)	Pass/Fail
Completed Appendix A	Pass/Fail
Completed Appendix B	Pass/Fail
Completed Appendix C	Pass/Fail
Completed Appendix D	Pass/Fail
Completed Appendix E	Pass/Fail
Completed Appendix F	Pass/Fail
Completed Appendix G	Pass/Fail
Completed Appendix H	Pass/Fail

**7. EVALUATION CRITERIA**

The criteria below weighted as indicated will be used to evaluate the Proposals.

<b>Criteria</b>	<b>Description</b>	<b>%</b>
Cost Information (of E-rate eligible goods and/or services proposed)	Information set forth in Cost Proposal Worksheets.	40%
Service Information	Information set forth in RFP response.	10%
E-rate Information	Information set forth in RFP Response.	5%
Service Provider Information	Information set forth in RFP Response.	35%
Exceptions to Contract Terms and Conditions	Information set forth in RFP Response.	5%
Prior Experience with the Service Provider		5%

## 8. PROPOSAL FORMAT AND CONTENT

Proposals must include all of the information set forth below, in addition to whatever additional information the service provider may choose to provide.

### 8.1. Minimum Proposal Response Requirements

#### Appendix A SPIN Number

Complete Appendix A, SPIN Number, and include it in the Service Provider's response along with the documentation requested.

#### Appendix B FCC Registration Number

Complete Appendix B, FCC Registration Number, and include it in the Service Provider's response along with the documentation requested.

#### Appendix C Red Light Status

Complete Appendix C, Red Light Status, and include it in the Service Provider's response.

#### Appendix D Debarment Status

Complete Appendix D, Debarment Status, and include it in the Service Provider's response.

#### Appendix E Free Services

Complete Appendix E, Free Services, and include it in the Service Provider's response.

#### Appendix F Proffer of Insurance Coverages

Complete Appendix F, Proffer of Insurance Coverages, and include it in the Service Provider's

response along with the documentation requested.

#### Appendix G Duplication of Service

Complete Appendix G, Duplication of Service, and include it in the Service Provider's response.

#### Appendix H Cost Proposal

Complete Appendix H, Cost Proposal, and attach it separately to the Service Provider's Response.

### **8.2. Additional Proposal Response Requirements**

#### Cost Proposal Worksheet

Complete the Cost Proposal Worksheet as provided by BPL. This worksheet reflects all costs that the Service Provider can charge over the life of the Contract and any extensions. Service Provider must include all costs it will attempt to charge BPL, including mandatory regulatory fees, allowable taxes, etc. Note that BPL will not pay pass-thrus for which it is exempt, such as Federal Excise and Massachusetts Sales Taxes or non-mandatory pass-thrus such as Regulatory Cost Recovery Fees. Costs for services plus any mandatory regulatory fees and/or allowable taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost. The basis for or the assumptions underlying any mandatory regulatory fees and/or allowable taxes must be fully explained. Failure to fill this form out completely may result in rejection of the RFP Proposal. If the Cost Proposal Worksheet form is insufficient to fully set forth the Service Provider's total cost, the Service Provider may raise questions using the Communications/Questions process as set forth herein.

#### **Service Information:**

##### Description of Services

Include a section in your bid response clearly labeled "Description of Services." In this section, describe the proposed services in response to this RFP. Demonstrate in this section a clear understanding of the specific nature of the project, including its parameters for scope, goals, and restrictions. Include a detailed description of how services will be designed and delivered, including network diagrams, systems architecture, and specifications.

##### Implementation Plan

Include a section in your bid response clearly labeled "Implementation Plan." In this section, describe the Service Provider's plan to ensure that services at all sites will be fully operational on July 1, 2019, including any material activities that the Service Provider believes may be necessary, e.g., testing, cutover, licensing. Also include any other activities that may be required to transfer services from an existing provider such that services will be fully operational on July 1, 2019.



If the Service Provider believes that any BPL resources are required to ensure timely delivery of the services being proposed, the Service Provider must list those required resources with specificity in their bid response. Acceptance of resource requirements is in the sole discretion of BPL. BPL will not accept any resource requirements not specifically listed in the Service Provider's Proposal.

While preparatory activities may begin as necessary after contract execution to ensure a July 1, 2019, service start date, BPL will pay only for the delivery of services beginning on July 1, 2019.

Additional sites and/or services requested by BPL during the course of the contract must be fully operational within 10 calendar days of such request. If activation of additional sites and/or services is not possible during that timeframe, describe the length of time required to activate new sites and/or services.

### **E-rate Information:**

#### E-rate Experience

Include a section in your bid response clearly labeled "E-rate Experience." In this section, provide information to support the Service Provider's familiarity with and success in the E-rate program:

- Describe how long the Service Provider has participated in the E-rate program.
- Describe the approximate number of FRNs for which the Service Provider has provided service for the past three years.
- Describe the approximate amounts of the aforementioned FRNs for the past three years.
- Describe the Service Provider's experience with E-rate audits.
- Describe funding requests on hold due to action or inaction of the Service Provider.
- Describe funding requests that were denied due to action or inaction of the Service Provider.
- Describe any situation in which the FCC has determined that the Service Provider must repay funds.
- Describe steps the Service Provider takes to stay abreast of changes to the E-rate program and FCC rules.

### **Service Provider Information:**

#### Service Provider Firm

Include a section in the bid response labeled "Service Provider Firm." In this section, provide information to support why the Service Provider believes it has adequate financial and operational capability to provide the services subject of this RFP. Describe:

- The Service Provider's business organization.

- The Service Provider’s financial stability.
- Information on whether the Service Provider has filed for bankruptcy in past 5 years or is planning to do so.
- Information on whether the Service Provider has merged with or been acquired by another Service Provider within the last 5 years or is currently planning a merger or acquisition.
- Description of like services provided to at least 3 entities of comparable or greater in size to BPL and the number of years services have been successfully provided. Provide information demonstrating a satisfactory record of performance in furnishing the requested services.
- Describe the Service Provider’s capacity to provide the services outlined in this RFP and ensure services will be fully operational on July 1, 2019 taking into consideration all other commitments of the Service Provider.
- Describe the company, the training and qualifications of the staff to be assigned to this contract, management personnel’s experience with accounts of similar size and scope, and any other pertinent information that would assist the BPL in evaluating the bidder’s ability to meet the requirements of this RFP.
- Describe the Service Provider’s experience in providing similar services to other governmental entities, if applicable.

### Customer Service

Include a section in the bid response labeled “Customer Service.” In this section, describe the Service Provider’s approach to customer service. Include designated contacts, available hours, and the Service Provider’s process for escalation of issues concerning ordering services, service delivery, invoicing of services or E-rate-related issues. This project will require a high degree of flexibility with regard to scheduling and coordination of work with library staff. The ability of the Service Provider to extremely flexible regarding schedule changes and adjustments will be a key factor in the Service Provider selection process.

### References

Include a section in the bid response labeled “References.” In this section, provide at least three client references clients including the names of the individual(s) you would propose BPL contact, together with phone numbers and company names and addresses.

BPL reserves the right to contact or visit any party not listed as a reference that has previously used or is presently using similar products or services as offered in the Service Provider’s RFP Proposal. BPL also reserves the right to use any sources it deems relevant regarding the Service Provider and the proposed products and services.

### **Exceptions to BPL’s Contract Terms and Conditions:**

#### Exceptions to BPL’s Contract Terms and Conditions

If the Service Provider intends to propose any exceptions to the terms and conditions or any other requirements set forth in any portion of the RFP, include a section in the bid response labeled “Exceptions to BPL’s Contract Terms and Conditions.” In this section, set forth any proposed exceptions to the terms and conditions or any other requirements set forth in any portion of the RFP and/or any additional proposed contract terms and conditions.

The contract terms and conditions set forth in the RFP documents will govern the Proposed Contract between the Service Provider and BPL unless specific exception has been taken by the Service Provider. Any exception to or any additional contract terms or conditions proposed by the Service Provider, must be provided in in this section of the RFP response.

Additional proposed terms or conditions must be set forth with specificity; it is insufficient for the Service Provider to cite to a document by reference. Any such citation or incorporation will be disregarded.

Acceptance of any proposed or additional proposed contract terms or conditions is in the sole discretion of BPL. Any exception or proposed additional contract term or condition not set forth in this section of the RFP response will neither be considered nor accepted.

## APPENDIX A - SPIN Number Information

Submit this completed Appendix as part of the Service Provider's response.

1. Provide the SPIN that the Service Provider will be using to provide the services identified in this RFP :
2. Indicate the entity name associated with this SPIN (this information can be found at [http://www.sl.universalservice.org/Forms/SPIN\\_Contact\\_Search.asp](http://www.sl.universalservice.org/Forms/SPIN_Contact_Search.asp)):
3. Attach the documentation from the USAC web site proving that the entity name associated with this SPIN is consistent with your response in Number 2 above. If such documentation is not provided, BPL will fail the Service Provider as to this Minimum Proposal Requirement.
4. If the name of the Service Provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Service Provider responding to this RFP and the entity associated with the SPIN that allows the Service Provider responding to the RFP to provide the services under the SPIN provided:
5. Check "yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN, or the name of the entity associated with the SPIN d/b/a name of Service Provider responding to the RFP.  Yes  No

If "no" is checked, BPL will fail the Service Provider as to this Minimum Proposal Requirement.

## **APPENDIX B – FCC Registration Number**

Submit this completed Appendix as part of the Service Provider's response.

Service Provider's FCCRN is as follows:

Attach the documentation from the FCC web site proving that the FCCRN associated with this Service Provider is consistent with your response above.

BPL will fail the Service Provider as to this Minimum Proposal Requirement if the FCCRN and corresponding documentation are not provided.

### **APPENDIX C – FCC Red Light Status**

Submit this completed Appendix as part of the Service Provider's response.

Service Provider confirms that it has not been placed on "red light" status either currently or at any time during the prior three E-rate funding years:  Yes  No

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

BPL will fail the Service Provider as to this Minimum Proposal Requirement if BPL deems the underlying reasons for the red light status to be materially detrimental to BPL's E-rate funding request.

**APPENDIX D – Debarment Status**

Submit this completed Appendix as part of the Service Provider’s response.

**Service Provider certifies that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program:  Yes  No**

If Service Provider checks “no”, BPL will fail the Service Provider as to this Minimum Proposal Requirement.

**APPENDIX E – Free Services**

Submit this completed Appendix as part of the Service Provider’s response.

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

If “no” is checked, please identify what the free products and services are in the provided space:

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

**Please check “yes” or “no” to indicate that the value of the free products or services associated has been included in the Cost Proposal Worksheet:  Yes  No**

BPL will fail the Service Provider as to this Minimum Proposal Requirement if BPL deems the value or nature of the free services being offered may be materially detrimental to BPL’s E-rate funding request.



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

Submit this completed Appendix as part of the Service Provider’s response.

1. Provide a certificate of insurance: a) evidencing insurance coverage in amounts set forth in the RFP; and b) which names the Entity associated with the SPIN number provided in in the bid response as the “Insured.”
2. Will Service Provider obtain insurance with the Trustees of the Public Library of the City of Boston named as an additional insured if awarded a contract?  Yes  No

If required documentation as identified in number 1 above is not provided or “no” is checked in Number 2, BPL will fail Service Provider as to this Minimum Proposal Requirement.

**APPENDIX G – Duplication of Service**

Submit this completed Appendix as part of the Service Provider’s response.

**Service Provider certifies that its Proposal does not contain any duplication of service.**

Yes  No

If “no” is checked, BPL will fail Service Provider as to this Minimum Proposal Requirement.

## **APPENDIX H – Cost Proposal**

Submit this completed Appendix as part of the Service Provider’s response.

Service Provider certifies that BPL will not be responsible for any costs not expressly included in the Cost Proposal Worksheet provided under as part of Service Provider’s Proposal:

Yes  No

If “no” is checked, BPL will fail Service Provider as to this Minimum Proposal Requirement.

Request for Proposal for Boston Public Library Wireless  
Access Point and Controller Upgrade for the FY2019  
Period, beginning  
July 1, 2019 through June 30, 2020

**Part G. Standard Contract Document Forms**

If submitting your proposal electronically on-line the following forms will be part of that process or if submitting a hard copy proposal the following forms should be included with proposal unless otherwise noted:

Form CM-10, Standard Contract Form (HARD COPY RFP SUBMITTAL – WILL BE REQUIRED FROM THE AWARDED VENDOR ONLY) If vendor has submitted proposal electronically and chosen to use the electronic signature mode, the CM-10 will be e-mailed to the awarded vendor/designated contract signer to be signed and returned.

Form CM-11 CITY OF BOSTON STANDARD CONTRACT GENERAL CONDITIONS

Form CM-06 Certificate of Authority Form

Form CM-09 Contractor Certification Form

Form CM-16 Wage Theft Prevention

LW-1 Living Wage Requirements

LW-2 Living Wage Agreement

LW-8 Living Wage Affidavit

Form CM 15A CORI COMPLIANCE

Form CM 15B CORI COMPLIANCE STANDARDS