Request for Proposal

Internet Access

Henry County Library System

E-Rate Funding Year
July 1, 2027 through
June 30, 2028

REQUEST FOR PROPOSAL
Internet Access
Henry County Library System

The Henry County Library System invites vendors to submit proposals in accordance with the terms and conditions of this Request for Proposal (RFP). This RFP provides the requirements and evaluative criteria for Internet services and requests a detailed response from all prospective vendors, including pricing and service descriptions, in a specified format.

Our goal is to select an Internet Service Provider that can provide Internet Access with sufficient speed and bandwidth needed at five branch locations for the Henry County Library System.

The work proposed in these specifications is dependent upon receipt of E-rate Funding for Internet Access for the E-rate Funding Year July 1, 2027 through June 30, 2028

It is anticipated that the contract resulting from this RFP will be for a period of 1 year from July 1, 2027 through June 30, 2028, with the possibility of 4 one-year extensions solely at the discretion of Henry County Library System. Internet services shall commence at 12:00:01 a.m. on July 1, 2027.

Background Information

We are requesting **Symmetrical**, **1Gb E-Rate CAT1 dedicated fiber internet access at each of the following locations including our administrative offices**

Library	Address	Requested Symmetrical Bandwidth	Requested Static IPs
Locust Grove Public Library	115 Martin Luther King Jr Drive Locust Grove, GA 30248-4310	1 GB	5
Cochran Public Library	174 W Burke ST Stockbridge, GA 30281	1 GB	5
Fairview Public Library	28 Austin Rd Stockbridge, GA 30281	1 GB	5
Fortson Public Library	61 McDonough ST Hampton, GA 30228-2143	1 GB	5
McDonough Public Library & Administrative Offices	1001 Florence McGarity Blvd McDonough, GA 30252-2981	1 GB	5

Services required for this RFP

Services sought in a contract resulting from this RFP are as follows:

- Standard Internet service (fiber) with WAN and a block of static IP addresses
- Data flow description: A fiber-connected Gateway Router housed at each branch location has a fiber-connected router that sends data to a dedicated cloud gateway
- Monitoring and support of the Internet connection and CIPA compliant content filtering
- Interface for the Library to monitor its bandwidth usage housed at our Administrative office or with Cloud access

- Assistance if needed by the service provider's e-rate department for completing miscellaneous e-rate communication

Non-allowable E-rate services to be separated in the invoice (if needed)

- Fully managed security service, including UTM, IDS, IPS, network segmentation, and content filtering
- VLAN setup (one time); Complete network mapping including configuring VLANS for local and wireless networks for each of 5 locations through our switches and provided routers.

The service provider will provide all necessary equipment, IP addresses, connections, routers, etc needed for Internet Access for our libraries as well as all service, maintenance, support and monitoring of Internet connections. Prompt response times and on-site repairs during operating hours and proactive monitoring are required.

Troubleshooting service will be provided within four (4) hours of reported problem(s) during library operating hours. Refunds will be provided for periods of service outage lasting more than 12 hours.

Full implementation of Internet service must occur by July 1, 2027.

Please include all costs necessary to bring internet services to all locations (including installation costs, fees, surcharges, etc.) Please separate out E Rate eligible and ineligible services.

Invoicing

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. Henry County Library System 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 Henry County Library System's satisfaction, its invoices to that summary.

The Henry County Library System requests Service Provider Invoicing, therefore, all invoices should be based on a first-of-the-month through end-of-the-month cycle.

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 of such error.

Service Provider Requirements

SPIN and FCCRN Required

It is the intention of Henry County Library System 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. If you do not have a SPIN and FCCRN, you MUST obtain them before you respond to this RFP.

*You can obtain a SPIN by following the directions on the Schools and Libraries Division ("SLD") web site which is found at the following URL: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

*You can obtain an FCCRN from the FCC web site which is found at the following URL: https://apps.fcc.gov/cores/userLogin.do

E-Verify

The Service Provider is required to submit its E-Verify number as part of the Proposal. If you do not have an e-verify number, you MUST obtain one before you respond to this RFP.

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. Henry County Library System 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.

Lowest Corresponding Price

Pursuant to 47 C.F.R. § 54.511, Service Providers shall not submit bids for or charge libraries 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.

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.

Contract Terms & Conditions

The following Terms & Conditions are to be included in contract resulting from this RFP:

- Henry County Library System will not sign a vendor contract. Contract terms and conditions will be negotiated based on the needs of Henry County Library System and mutual consent between library and vendor.
- Services added during the course of the contract must be coterminous with the proposed contract. (Need to add or delete services at the same costs throughout the contract period.)
- Henry County Library System reserves the right to change a Service Provider if

there is a legitimate reason to do so.
- Time is of the essence in the Proposed Contract.
- 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 of such errors.
- Should the Service Provider, its principals, agents or employees act in violation of the FCC's policy regarding gifts, and should Henry County Library System 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 Henry County Library System's discounted portion on each of the funding requests so denied.
- 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 Henry County Library System to lose E-rate funding, the Service Provider shall be liable to Henry County Library System for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to Henry County Library System for legal or consulting fees Henry County Library System incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; and/or to pursue an appeal.
- Venue and Jurisdiction for any disputes shall be the Superior Court of Henry County, Georgia.

Right of Rejection

Henry County Library System reserves the right to accept or reject any or all responses to this RFP and to enter into discussion and/or negotiations with one or more qualified vendors at the same time, if such actions are in the best interest of the Henry County Library System. Henry County Library System reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Library.

Failure to answer any questions in this RFP may subject the proposal to disqualification. Failure to meet qualifications and requirements will not necessarily subject a proposal to disqualification.

Cost of Proposals

Expenses incurred in the preparation of proposals to this RFP are the sole responsibility of the vendor.

PROPOSAL DELIVERY

RFP Submission

This RFP document can be downloaded from:
https://henrylibraries.org/about/rfp.php

Bids must be received via email at **e-rate@henrylibraries.org** (preferred method) or by mail/delivery service in a sealed envelope to the address below no later than **Monday, February 1, 2027, at 5:00 p.m.** Bids received after this deadline or submitted via fax will not be accepted.

Mail RFPs to:

E-Rate Category 1
Henry County Library System
1001 Florence McGarity Blvd
McDonough, GA 30252

QUESTIONS

Questions should be submitted no later than **January 18, 2027** to:

Email:e-rate@henrylibraries.org

Questions and Answers will be posted on the Library's website:

https://henrylibraries.org/about/rfp.php

Vendors are responsible for checking updated information: questions, answers, changes, additions, etc., on the library's webpage.

Evaluation Criteria

Evaluation Criteria	Weight
Cost of eligible services	30%
Ability to meet technical requirements ● Sufficient, reliable bandwidth for library needs ● Access for the library to monitor bandwidth in real time ● Static IP address allocation ● VLAN setup, WAN distribution	25%
Administrative ● Ability to provide full implementation of Internet service by July 1, 2027. ● Ability and Willingness to adhere to Contract Terms & Conditions ● Ability and Willingness to meet invoicing requirements ● Ability and Willingness to comply with Service Provider Requirements ● Willingness/Ability to assist with E-rate communication	20%
Support and Maintenance ● Prompt phone response; within four (4) hours of reported problem(s) during library operating hours. ● Prompt on-site assistance when appropriate ● Proactive monitoring	10%
Past Performance (experience) ● Experience with libraries and schools preferred	15%
Total	**100%**

QUALIFICATIONS OF BIDDERS

The Henry County Library System may make such investigations as they deem necessary to determine the ability of the bidder to perform the work. Henry County Library System reserves the right to reject any bid if investigation of such bidder fails to satisfy the Henry County Library System that such bidder is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein.

Bidders may be required to submit the names and addresses of the officers or principals of the Corporation, firm, or partnership submitting a bid. Failure to comply could result in the rejection of such a bid as non-responsive.

All bidders must be prepared to present suitable evidence of their financial standing.

Henry County Library System has the right to reject any and all bids from any bidder that is in or contemplates bankruptcy of any chapter or nature. Said bidder must notify the Henry County Library System in writing of any existing condition or knowledge of the same.

No verbal instructions or information to bidders will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of bids. Should any written inquiries be received by Henry County Library System, these inquiries will be answered and posted for access by all providers.

The submission of a bid will be considered as conclusive evidence of complete examination of all instructions and specifications.

A Bid Form - Signature Page is provided in these specifications. This form must be used in submitting a bid, and all pages of the form must be completely filled out, and the whole signed by the bidder.

No bid may be withdrawn later than 3:00 PM on the day of the opening of bids. No modifications of any bid will be allowed after the same is sealed and delivered to Henry County Library System; however, a bidder may withdraw a bid before 3:00 PM on the day of the opening of bids and submit another bid before the closing date and time.

FORM OF CONTRACT

The successful bidder will be required to execute a written contract with Henry County Library System **within fourteen (14) business days after acceptance of bid**. It is expressly understood and agreed by the bidders that the contractual obligations of

Henry County Library System to the bidders are effective only after the execution of a contract signed by all parties and E-Rate funding is secured from the School and Libraries Division of the Universal Service Fund.

SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete performance of the contract, and the bidder will be required to do all things that may be necessary to fully complete the work within the purview of these specifications.

Equipment and/or material to be furnished shall meet with the approval of the Network Administrator or designated representative.

All equipment and/or material shall conform to the requirements of these specifications, and any equipment and/or material condemned by the Network Administrator as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

ADDITIONS OR DEDUCTIONS

Henry County Library System shall have the right, without invalidating the contract, to make additions to or make deductions from the work covered by these specifications, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between Henry County Library System and the bidder, as shown in a written amendment to the contract.

PROTECTION BY BIDDER

The bidder agrees to indemnify and hold harmless Henry County Library System and their representatives from all suits or actions of every nature and description brought against them or any of them, on account of the use of patented or copyrighted appliances, materials, products or processes, and from all legal expenses and costs of suits regarding the same.

The bidder shall obey all Federal, State, County, and City laws or ordinances in any way pertaining to the work, and shall obtain all permits that may be necessary for its performance if required. (a) That in the hiring of employees for the performance of such contract, no bidder, sub-contractor, nor any person acting on behalf of such bidder or sub-contractor shall by reason of race, creed or color discriminate against any citizen of the United States who is qualified and able to perform the work to which the

employment relates; (b) Nor shall they in any manner discriminate against or intimidate any employees hired for the performance of the work on account of race, creed or color. House Bill 87, Section 3, E-verify Form.

The bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Henry County Library System

RESERVATIONS

Henry County Library System reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received.

Any bidder who has demonstrated poor performance during either a current or previous agreement with Henry County Library System may be considered as an unqualified source and their bid may be rejected. Henry County Library System reserves the right to exercise this option as is deemed proper and/or necessary.

EXEMPTION FROM GEORGIA SALES TAXES

The Henry County Library System is exempt from Georgia State Sales Tax. Net prices as shown in the proposal shall exclude said State tax amounts. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax exempt status of the Henry County Library System. Following the contract award, an exemption certificate will be furnished by Henry County Library System.

FORM FOR PROPOSAL SUBMITTAL
STATEMENT OF VENDOR'S QUALIFICATION

To accompany proposals submitted for Internet Access for the Henry County Library System

Name of Vendor's Firm:

Name of Company Representative:

Business Address:

Phone Number:

When / Where Organized?

Partnership Corporation

Vendor must provide a Service Provider Information Number assigned by the Schools and Libraries Division (SLD):

SPIN:

How many years have you been engaged in this business under the present firm name?

Please attach to this statement at least three references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

Date:

Firm Name:

By:

Title:

BID FORM - SIGNATURE PAGE

Date _____

TO: Henry County Library System

This bid is submitted in accordance with your RFP inviting bids to be received for the project identified as “Internet Access.” Having carefully examined the RFP, all Instructions, Specifications, all addenda, and being familiar with the various conditions affecting the work, the undersigned, hereby agrees to furnish all material, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications for price as contained herein.

In the event this bid is accepted the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items he has contracted to supply or perform.

In submitting this bid, it is understood that the unrestricted right is reserved by the Henry County Library System in making the award to reject any and all bids or parts thereof, or to waive any informalities or technicalities in said bids.

The undersigned hereby certifies that this bid is genuine and made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

TOTAL AMOUNT BID OPTION:
Evidence of a Performance Bond is required if your company is selected:

____ I will provide a Performance Bond from :

Bonding Company

Name of Agent

Address

Bidder **MUST** provide Federal EIN:

E-Rate SPIN:

E-Verify number:

(Print Name):

Bid must be signed for Consideration: (Signature)