

**RFP RECEIPT
CONFIRMATION
PAGE**

**BY SIGNING AND FAXING THIS PAGE TO
(814) 451-6065 YOU ARE CONFIRMING RECEIPT
OF THE ATTACHED RFP**

YOU CAN ALSO EMAIL TO ECOE@ERIECOUNTYPA.GOV

PLEASE RETURN WHETHER

RESPONDING OR NOT

IF YOU HAVE QUESTIONS, PLEASE CALL (814) 451-6088

COMPANY:	_____
RECEIVED BY:	_____
DATE:	_____
CONTACT NAME:	_____
PHONE #:	_____
FAX:	_____
E-MAIL:	_____

COUNTY OF ERIE
DEPARTMENT OF ADMINISTRATION
BUREAU OF PURCHASING

RFP DOCUMENTS
FOR
UNIVERSAL SERVICES ADMINISTRATIVE COMPANY
SCHOOLS AND LIBRARIES PROGRAM E-RATE
DISCOUNT – INTERNET ACCESS

FOR THE
PUBLIC LIBRARIES OF ERIE COUNTY 7/1/2024 - 6/30/2025
ERIE, PENNSYLVANIA

TO BE OPENED ON: FEBRUARY 6ND, 2024

LEGAL NOTICE

The Erie County Manager of Procurement, Room #106, Erie County Courthouse, Erie, PA 16501, will receive and open sealed RFPs on February 6nd, 2024 at 10:30 AM at the Office of the Erie County Controller, Erie County Courthouse, 140 West 6th Street, Room #107, Erie, PA 16501, for Universal Services Administrative Company Schools and Libraries Program E-Rate Discount – Internet Access for the Public Libraries of Erie County 7/1/2024 – 6/30/2025.

Specifications and RFP requirements are available at the Erie County Purchasing Department, 140 West 6th Street, Room #106, Erie County Courthouse, Erie, PA 16501 and at www.eriecountypa.gov.

Erica Coe
Manager of Procurement

Advertise: **January 8th, 2024**
January 12th, 2024

Please charge to Account #L0960556 – Thank you!

**UNIVERSAL SERVICES ADMINISTRATIVE COMPANY SCHOOLS AND
LIBRARIES PROGRAM E-RATE DISCOUNT – INTERNET ACCESS FOR THE
PUBLIC LIBRARIES OF ERIE COUNTY 7/1/2024 – 6/30/2025**

GENERAL SPECIFICATIONS

**FAILURE TO ADHERE TO THESE GENERAL SPECIFICATIONS WILL
RESULT IN YOUR RFP BEING REJECTED!**

1. It is the intent of the County to RFP - Universal Services Administrative Company Schools and Libraries Public E-Rate Discount – Internet Access for the Public Libraries of Erie County 7/1/2024 – 6/30/2025
2. All RFPs must be submitted in sealed envelopes labeled “Universal Services Administrative Company Schools and Libraries Public E-Rate Discount – Internet Access for the Public Libraries of Erie County 7/1/2024 – 6/30/2025”, hand-delivered or received by mail at the Office of the County Controller, Erie County Courthouse, 140 West 6th Street, Room #107, Erie, PA 16501, on or before February 6nd, 2024 at 10:30 AM. RFPs will be opened at that time.
*If you would like to attend the opening via Zoom, please contact Marie Lewis, Erie County Controller’s Office at (814) 451-6365 or mlewis@eriecountypa.gov.
3. The County of Erie reserves the right to accept or reject any or all RFPs, to waive any defects in form or technicalities or to advertise for new RFPs where acceptance, rejection, waiving or advertising of such would be in accordance with the best interest of the County; also, to sit and act as the sole judge of the merit and qualifications of the equipment, supplies or services offered. Any interpretation of equivalency shall be determined finally and conclusively by the County of Erie.
4. The contract will be awarded within two weeks of the proposal opening or resubmitted through RFP if no proposals met requirements or in the event that Erie County found an error.
5. The RFP shall disclose any conflict of interest that arises or may arise with regard to the potential contract. Conflict of interest arises if any County official or employee has any financial interest, direct or indirect, in the potential contract.

6. The vendor shall not be allowed to take advantage of any errors, inconsistencies, irregularities or omissions in the specifications. Where errors, inconsistencies, irregularities or omissions appear in the specification, the vendor will promptly notify the County of same prior to the time set for the RFP opening.
7. The successful bidder will be required to sign a contract containing the following provision: Equal Employment Opportunity Clause.

7.1 The contractor shall not discriminate against any employee or applicant for employment because of race, color, disability of the person, religious creed, ancestry, age, familial status, sex, gender identity, sexual orientation, natural origin, criminal history or source of income. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, disability of the person, religious creed, ancestry, age, familial status, sex, gender identity, sexual orientation, natural origin, criminal history or source of income. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions, of this nondiscrimination clause.

7.2 The contractor shall in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, disability of the person, religious creed, ancestry, age, familial status, sex, gender identity, sexual orientation, natural origin, criminal history or source of income.

7.3 The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the Equal Employment Opportunity Clause of the County, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.4 The contractor shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.

7.5 The contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections (a)(1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County shall enter into such litigation as is necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program, and in the case of contracts receiving federal assistance, the contractor or the County may request the United States to enter into such litigation to protect the interests of the United States.

7.6 The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the contractor and his subcontractor's.

7.7 The contractor shall include the provisions of subsections (a) (1) through (8) of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

7.8 Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

(a) Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

(b) Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

(c) Cancellation of the public contract and declaration of forfeiture of the performance bond;

(d) In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure of as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

8. All RFPs must be made on the RFP Form furnished by the County. No RFP will be considered unless the RFP Form is properly signed.
9. THE RFP PACKAGE **MUST** INCLUDE THE ORIGINAL RFP FORM AND NON-COLLUSION AFFIDAVIT AND TWO (2) COPIES OF SAME, ALSO, THE ORIGINAL. THE COUNTY OF ERIE ALSO REQUESTS THIS RFP RESPONSE TO BE SUBMITTED IN ELECTRONIC FORM, I.E. – FLASH DRIVE.
10. The County is not liable for non-receipt of RFPs if sent by mail, late delivery of same, if hand-delivered after the time set for the RFP opening or addressed to any other County employee or office other than the County Controller's Office.
11. The County will not be responsible for any costs incurred by the vendors in responding to this RFP Form or any costs incurred in responding to any demonstrations or samples required.
12. Any discounts or terms must be shown on the RFP Form. Such discounts, if any, may be computed and considered in tabulating of the RFPs.
13. All freight and other costs shall be included in the RFP price.
14. In consideration of furnishing the equipment and/or performing the services called for herein, the supplier will be paid within thirty (30) days of invoice receipt.
15. Any questions with respect to the General Specifications contained in this RFP should be directed to Erica Coe, Manager of Procurement at (814) 451-6088 or ecoe@eriecountypa.gov during normal working hours.

16. Any questions with respect to the Technical Specifications contained in this RFP should be directed to Jack Blount, Erie County Public Library at jblount@eriecountypa.gov AND Jessica Church, Erie County Public Library at districtconsultant@eriecountypa.gov during normal working hours.
17. The County is exempt from all State of PA sales tax by State law.
18. The Non-Collusion Affidavit attached to these specifications must be completed and submitted with the RFP Form. Failure to do this will result in disqualification of the RFP. Instructions are as follows:
 - a. This Non-Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount quoted in the RFP.
 - b. RFP rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of RFPs are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, necessary, of all other persons employed or associated with the vendor with responsibilities associated with the vendor with responsibilities for the preparation, approval or submission of the RFP.
 - c. In the case of a RFP submitted by a joint venture, each party to the venture must be identified in the RFP documents and an Affidavit must be submitted separately on behalf of each party.
 - d. The term “complementary RFP” as used in the Affidavit has the meaning commonly associated with that term in the RFP process and includes the knowing submission of RFPs higher than the RFP of another firm, any intentionally high or non-competitive RFP and any other form of RFP submitted for the purpose of giving a false appearance of competition.
19. All RFP equipment in this RFP must be new. New shall be construed to mean the RFP equipment shall be assembled using exclusively new, first time usage parts. The equipment shall not contain rebuilt or remanufactured parts or any used parts, which have been rebuilt to new specifications. The County reserves the

right to require a sworn statement from the manufacturer guaranteeing the RFP equipment shall meet all requirements of this specifications.

20. All items on this RFP must be of CURRENT MANUFACTURE. The term CURRENT MANUFACTURE shall mean the most recent line of the RFP items made available to the vendor by the manufacturer.
21. The County reserves the right to purchase additional RFP items at the RFP price, within 90-days of delivery and installation.
22. The RFP Form will provide for line item responding. Vendor may respond on any or all items. The County reserves the right to accept or reject any or all line item RFPs.
23. The vendor shall include in the RFP all costs of labor, materials, equipment, allowances, fees, permits, applicable taxes, insurance and contingencies with overhead and profit necessary to produce those portions of work covered by the specifications without further cost to the owner.
24. RFPs shall include the complete fabrication, finishing, delivery and setting in place ready for use of the equipment herein specified, all in accordance with these specifications. Any part or accessory not specifically mentioned herein, which is normally part of the equipment or necessary to complete installation of same, shall be included in the RFP price. The County will be responsible for supplying adequate electrical power at the installation site.
25. The vendor may include with the RFP a brochure containing photographs, technical specifications and any other features of the RFP equipment to completely inform the County of Erie concerning the equipment the vendor proposes to furnish and install.
26. RFPs may be held by the County for a reasonable amount of time, to be determined by the County, for the purpose of reviewing the RFPs and investigating the qualifications of vendor prior to awarding the contracting.
27. The awarding of the contract shall be contingent upon the approval of funds by the Public Libraries of Erie County or any other governmental agencies or any other necessary source.

28. Successful vendor will be required to obtain the appropriate security clearances, at their own costs, for each individual who will be working for the vendor in any County building. Those clearances are as follows:
- PA Child Abuse Clearance Form
 - PA Criminal History Clearance
 - FBI Fingerprint Clearance
29. Vendor must have an authorized service center and maintain a full time service department.
30. The following are absolute minimum specifications. The County requests that the vendor not RFP any machine that does not meet specification without condition.

The Pennsylvania Right-to-Know Law, Act of February 14, 2008, P.L. _____, 65 P.S. Section 67.101, et seq. (Act No. 2008-3) provides in Section 506(d)(1) that “(a) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act.”

The SERVICE PROVIDER hereby agrees that if the County receives a request under the act for records of the SERVICE PROVIDER and the County Open Records Officer or Deputy determines that these records must be provided for County to comply with the act under this section the SERVICE PROVIDER will supply these records to County so that they may be made available to the requestor for inspection and/or copying.

**FAILURE TO ADHERE TO THESE GENERAL SPECIFICATIONS WILL
RESULT IN YOUR RFP BEING REJECTED!**

NON-COLLUSION AFFIDAVIT

**Universal Services Administrative Company
Schools and Libraries Program E-Rate
Discount – Internet Access for the Public
Libraries of Erie County 7/1/2024 – 6/30/2025**

State of _____ :

: S.S.

County of _____ :

I state that I am _____ of _____ and that I
(TITLE) (NAME OF FIRM)
am authorized to make this affidavit on behalf of my firm and its owner, directors and
officers. I am the person responsible in my firm for price (s) and the amount of this RFP.

I state that:

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

I state that _____ understands and acknowledges that
(NAME OF FIRM)
the above representations are material and important and will be relied on by the County of Erie in awarding the contract (s) for which this RFP is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Erie of the true facts relating to the submission of RFPs for this contract.

NAME

COMPANY POSITION

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

Notary Public

My commission expires:_____

**UNIVERSAL SERVICES ADMINISTRATIVE COMPANY SCHOOLS AND
LIBRARIES PROGRAM E-RATE DISCOUNT – INTERNET ACCESS FOR THE
PUBLIC LIBRARIES OF ERIE COUNTY 7/1/2024 – 6/30/2025**

TECHNICAL SPECIFICATIONS

**LEASED LIT FIBER SERVICES, INTERNET ACCESS AND
TRANSPORT BUNDLED**

The Erie County Public Library desires RFP's for installation and monthly service for Internet connections at 4 locations.

RFP's will be awarded pending approval by Erie County Purchasing and E-Rate administrators at the Universal Service Administrative Company.

In compliance with E-Rate rule, the qualified vendor must provide an E-Rate SPIN number.

Qualified vendors shall also include references of other E-Rate funded clients.

Multiple static IP addresses are required at each location.

Awarded contracts will require SPI monthly discounted billing beginning with the start of the service contract.

ADDITIONAL REQUIREMENTS

- **Invoicing:** Vendor invoicing must provide clear, concise breakdown of amounts to be billed to USAC (discounted portion of eligible charges), E-Rate discount percentage, and the amount(s) to be billed to Erie County Public Library (non-discounted portion of eligible charges).
- **Delayed USF Funding Commitment:** Vendor understands that due to circumstances beyond the Erie County Public Library's control, the Erie County Public Library may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
- **Retroactive Invoicing:** When E-Rate funding is approved, Vendor shall invoice USAC for the discounted amount the Erie County Public Library is owed retroactive to July 1st of the funding year or to whenever approved service to the Erie County Public Library began, whichever date is later.
- **Contract Term Modification:** Erie County Public Library will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").
- **Contract Extension:** Contracts should include three (3) one-year renewal options.

Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

BASIS OF AWARD

In keeping with the guidelines of USAC, this RFP will be awarded to the *most cost effective provider*. Price will be the primary factor, but not necessarily to sole factor, in evaluating RFP's. Other factors of consideration may be prior experience, including past performance of vendor, network availability & packet delivery. Erie County does not guarantee any award of contract by submitting a RFP.

RFP FORM

Having carefully studied the preceding Specification and being thoroughly familiar with all requirements set forth herein, all attendant conditions, the undersigned agrees to supply all services and materials required therein for the following sum (s):

Please supply monthly recurring costs and any needed equipment costs for the location listed below. Include cost information for one or any requested options, depending on Vendor service availability:

Information for a 24 month and/or 36 month contract for the following locations:

Location: Edinboro Branch c/o Erie County Public Library 413 W. Plum Street Edinboro, PA 16412	Service Highlights: • 1Gb/1Gb Symmetric Fiber Service • Not burstable DIA • Five (5) static IP addresses
Service Options (includes all fees, services, and equipment costs): Monthly cost for 24 months: _____ Monthly cost for 36 months: _____	

Location: Albion Area Public Library 111 East Pearl Street Albion, PA 16401	Service Highlights: - Monthly costs for Symmetric Fiber Service (please skip or provide monthly cost options, depending on availability) 200 MB/200 MB 500 MB/500 MB 1Gb/1Gb - Not burstable DIA - Five (5) static IP addresses
Service Options (includes all fees, services, and equipment costs): Monthly cost for 24 months (200 MB/200 MB): _____ Monthly cost for 36 months (200 MB/200 MB): _____ Monthly cost for 24 months (500 MB/500 MB): _____ Monthly cost for 36 months (500 MB/500 MB): _____ Monthly cost for 24 months (1 GB/1GB): _____ Monthly cost for 36 months (1 GB/1GB): _____ _____	

Location: Corry Public Library 117 West Washington Street Corry, PA 16407	Service Highlights: 1Gb/1Gb Symmetric Fiber Service - Not burstable DIA - Five (5) static IP addresses
Service Options (includes all fees, services, and equipment costs): Monthly cost for 24 months (1 GB/1GB): _____ Monthly cost for 36 months (1 GB/1GB): _____	

Location: Union City Public Library 2 Stranahan Street Union City, PA 16438	Service Highlights: - Monthly costs for Symmetric Fiber Service (please skip or provide monthly cost options, depending on availability) 200 MB/200 MB 500 MB/500 MB 1Gb/1Gb - Not burstable DIA - Five (5) static IP addresses
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Service Options (includes all fees, services, and equipment costs):

 Monthly cost for 24 months (200 MB/200 MB): _____

 Monthly cost for 36 months (200 MB/200 MB): _____

 Monthly cost for 24 months (500 MB/500 MB): _____

 Monthly cost for 36 months (500 MB/500 MB): _____

 Monthly cost for 24 months (1 GB/1GB): _____

 Monthly cost for 36 months (1 GB/1GB): _____

For SPI monthly discounted invoices, please describe the process, library information needed, and vendor contacts needed to ensure accurate invoices beginning July 1, 2024 or whenever the contract starts (whichever comes first). Please include:

- Instructions and deadlines
- Library information needed
- Whether this is a one-time process during the contract period or if it must be done annually prior to July 1

The undersigned further agrees to sign the contract within seven (7) days of the date of the Purchase Order issued by the County of Erie. The undersigned acknowledges the right of the County of Erie to reject any or all RFPs and to waive any defects in form.

I (we) certify that this RFP was prepared independently and without collusion with any known vendors.

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

The undersigned acknowledges receipt of the addenda, if any:

Addendum No. _____, dated _____

Addendum No. _____, dated _____