



Category 2 E-rate Project for New West Lincoln Library

Lincoln County Public Library

RFP 2019-0124 West Lincoln Library E-Rate Funding

RFP 2018-0124

E-Rate# 190010044

1. Introduction

- 1.1. Lincoln County Library is seeking proposals from distributors to provide Category 2 E-rate Equipment and Installation for Lincoln County located at 4797 Westwinds Rd, Lincolnton, NC 28092.
- 1.2. The purpose of this bid is to:
- 1.3. Result in a contract between the vendor and Lincoln County.
- 1.4. Meet and follow all applicable federal, state and local guidelines and regulations.
- 1.5. Bid Proposal shall be good for 120 days. Pricing shall be guaranteed for a 5 year period.
- 1.6. Quoted pricing shall be for 5 years with the option to renew. The contract will not be automatic renewal and may be renewed in any combination of years for periods of up to three additional years with mutual agreement of all parties. The total length of the contract including all renewals shall not exceed five years.
- 1.7. A public bid opening will be held in the Board of Commissioners Room located on the third floor of the Citizen Center located at 115 W. Main St. Lincolnton, NC.

Event	Date
RFP Issued	December 21, 2018
Deadline for Submitting a Question	January 16, 2019
Questions Answered – Addendum Issued	January 18, 2019
Proposal Due Date	2:00pm on January 24, 2019
Completion of Proposal Evaluations	January 30, 2019
Completion of Contract Negotiations	February 4, 2019
BOC - Request to Award	February 4, 2019
E-rate Contract Begins	July 1, 2019

2. General Bidding Requirements

- 2.1. When responding to this RFP, please follow the instructions carefully. Submit proposal contents according to the outline specified and submit documents according to the instructions. This RFP will be posted on Lincoln County's website at www.lincolncounty.org/bids – any addenda issued for this RFP will be posted at this site.
- 2.2. Lincoln County reserve the right to reject any or all proposals and to waive any formalities as may be permitted by law.
- 2.3. All planned bidder MUST attend a mandatory pre-bid meeting that will be held at 10:00 a.m. on January 8, 2019 in Board of Commissioners Room on the third floor of the Citizen Center located at 115 W. Main St. Lincolnton, NC.
- 2.4. Must include Form 470.
- 2.5. Bidders are required to participate in the E-rate program. Must have a SPIN and file timely SPAC.
- 2.6. Must include vendor's SPIN ID number.
- 2.7. Must provide proof of current SPAC filing.
- 2.8. Must comply with all E-rate regulations.
- 2.9. Must be familiar with E-rate Form 474 for payment. Service Provider Invoice (SPI) billing.
- 2.10. The vendor will provide discounted bills based on E-rate discount rates.
- 2.11. Bids must have tax included.
- 2.12. Selected vendor will provide an Item 21b in the correct format.
- 2.13. Contract dates must coordinate with E-rate funding start and end dates: July 1, 2019-June 30, 2020
- 2.14. Must include three references from related projects.
- 2.15. Must provide evidence of qualifications and proof of all up to date licenses and insurance and the ability to perform the work.
- 2.16. Disqualifying Factors
 - 2.16.1. Failure to meet RFP closing date and time as listed in this RFP.
 - 2.16.2. Failure to include any of the listed in Section 2 of this RFP.
 - 2.16.3. Unsolicited phone calls/not submitting questions electronically to designated points of contact as listed in Section 3 of this RFP.
 - 2.16.4. Sending or bringing gifts, food, swag, etc. to any employee of Lincoln County.

3. Proposal Contact

- 3.1. Each Proposer is required to submit its proposal in a sealed envelope. Three (3) hard copies shall be submitted to the address shown below:

Lincoln County Managers Office
John Henry, Purchasing Agent
Third Floor Citizens Center
115 West Main Street
Lincolnton, NC 28092
- 3.2. All proposals must be received no later than 2:00 p.m., January 24, 2019. The Proposer's name, RFP number and E-rate number must be marked clearly on the outermost packaging of the proposal submission.

- 3.3. Lincoln County will not be responsible for any expenses incurred by a Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided.
- 3.4. Questions regarding the bidding process can be submitted to John Henry at jhenry@lincolncounty.org through 5:00pm on January 16, 2019.
- 3.5. Questions regarding E-rate can be sent to Phillip Overholtzer at poverholtzer@lincolncounty.org through 5:00pm on January 16, 2019.
- 3.6. Questions and Clarifications to the RFP will be provided by a written addendum issued by 5:00 p.m. on January 18, 2019. The addendum will be available on Lincoln County's website at www.lincolncounty.org/bids under the Request for Proposal and to the document below: https://docs.google.com/document/d/e/2PACX-1vSfCsFOWZwE2FhQKDZuX6CteDvyBg_bN2NXL3vcHim2gG4d_uZC4ralfOO8VU6xCDQU7fEmwT_ha4V66/pub
- 3.7. The Proposer hereby certifies that it has carefully examined this RFP and the Proposer certifies that it understands the scope of work to be done and that the Proposer has knowledge and expertise to provide the scope of work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for this service will result from free, open and competitive proposing among all vendors.

4. Indemnification

- 4.1. The successful Proposer will indemnify and hold Lincoln County harmless from any and all liability, expense, judgment, suit or cause of action for personal injury, death, or direct damage to tangible property which may accrue against Lincoln County to the extent it is caused by the negligence of the successful Proposer, its subcontractors, or their employees or agents, while performing duties under this Agreement, provided that the Agencies gives the successful Proposer prompt, written notice of such claim or suit.

5. Independent Contractor

- 5.1. It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of Lincoln County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save Lincoln County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

6. Payment

- 6.1. Payment for the rendered services pursuant to the Agreement resulting from this RFP shall be made in amounts as listed:

6.1.1. The vendor shall provide to the Department Administrative Assistant a certified invoice/statement. The county's payment terms are Net 30 days from receipt of invoice. Complete terms and method for doing business with Lincoln County can be found on the County's website How to Do Business with the County.

7. Governing Law

7.1. This RFP and any contract resulting shall be governed by and construed according to the laws of the State of North Carolina, venue Lincoln County.

8. Compliance with Laws and Regulations

8.1. The successful Proposer and their employees shall conform to all Federal, State and Local regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start work or if started shall be required to leave the job site immediately. Continued violation by any success Proposer shall result in the immediate termination of the successful Proposer's contract without penalty to the Agencies.

9. Acceptance

9.1. Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

9.2. The county has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals to waive and all formalities and/or irregularities. The county reserves the right to accept or reject any or all of the items in the proposal and to award the contract in whole or in part and/or negotiate any or all items with individual Proposed.

10. Specifications

10.1. Vendor shall supply lowest pricing for items listed:
Equipment and Installation Needed:

Amount of cabling

Number of drops needed:

50-52 Cat 6 Data Drops With 2 Cables Each = Potential 104 Ports

14 AV Data Drops with 1 RG6 & 1 Cat6A each = Potential 14 Ports

Number of wireless access points and a preferred brand

2 Meraki MR42 Access Points

Routers and a preferred brand

Type: Cisco 2901 (C2901-CME-SRST/K9

Number switches and a preferred brand

Type: Cisco 2960-X (Total of 2)

Number of Ports: 48 ea

POE: Yes 740w

Product ID: WS-C2960X-48FPD-L

Amount of cabling

Dependent Upon Construction

Equipment Racks:

Panduit: RWMPVHC45E - Two Post Rack With Vertical Cable Management

Panduit: 2X 48 NKMP48Y Unshielded Modular Patch Panel

Panduit: 1X 24 NKMP24Y Unshielded Modular Patch Panel

UPS Equipment:

2x Tripp Lite SM8869

Software Supporting Broadband

Meraki Annual Support / Maintenance

10.2. By submitting a proposal, the vendor agrees that no proposal may be withdrawn for a minimum of 60 days following submittal.

10.3. Lincoln County reserves the right to reject any and all proposals, negotiate with any vendor and make award, if any, in the best interest of Lincoln County.

LINCOLN COUNTY GENERAL CONTRACT TERMS AND CONDITIONS

As used herein, the terms "Service Provider," "Vendor" and "Contractor" may be used interchangeably to refer to the party contracting with Lincoln County pursuant to that Contract or Proposal made pursuant to an RFP (as the case may be) of which these Terms and Conditions have been made a part.

- 1. DEFAULT AND PERFORMANCE BOND:** In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Lincoln County reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the County.
- 2.** Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Lincoln County may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the County, and debar the Contractor from doing future business with Lincoln County.
- 3. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Lincoln County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- 4. AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
- 5. TAXES:** Any applicable taxes shall be invoiced as a separate item. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates); collect(s) the appropriate taxes.

6. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
7. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
8. **NO COLLUSION OR CONFLICT OF INTEREST:** By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
9. **INSPECTION AT CONTRACTOR'S SITE:** Lincoln County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the County's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
10. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Lincoln County is responsible for all payments to the Contractor under the contract.
11. **AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
12. Title VI is part of the Civil Rights Act of 1964, as amended, and its implementing regulations provide that no person shall be subject to discrimination on the basis of race, color or national origin under any program or activity that receives federal financial assistance.
13. For our purposes, "national origin" equates to individuals who have a limited proficiency with the English language and their primary language is not English, hence, the term "limited English proficiency" or LEP.
14. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
15. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

- 16. PATENT:** The Contractor shall hold and save Lincoln County, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
- 17. ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of Lincoln County as part of any commercial advertising.
- 18. ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Contractor, Lincoln County may:
- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the Contractor's payment check.
 - c. In no event shall such approval and action obligate Lincoln County to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 19. INSURANCE COVERAGE and GENERAL REQUIREMENTS:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Coverage:
 - b. **Workers' Compensation** - The Contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - c. **Commercial General Liability** - Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.
 - d. **Automobile** - At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.
 - e. General:
 - f. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.

- g. Lincoln County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
 - h. The workers compensation policy must contain a waiver of subrogation in favor of the County.
 - i. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.
 - j. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of thirty (30) days notice to the County of any material change in coverage, cancellation, or non-renewal.
 - k. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the State of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
 - l. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.
- 20. GENERAL INDEMNITY:** The Contractor shall hold and save Lincoln County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor provided that the contractor is notified in writing within 30 days that the County has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against Lincoln County's agents who are involved in the delivery or processing of contractor goods to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 21. CONTRACT AND OR AGREEMENT TERM LENGTH:** The duration of this contract and or agreement shall be for one year unless noted on the signature page. No contract and or agreement shall extend 60 days past the renew date. Contract and or agreements may be extended, upon agreement of the parties, for up to a total of five years from the original contract or agreement date. However; the contract and or agreement will not be automatically renewed past the contract and or agreement dates listed on the initial signature page.
- 22. CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least ninety (90) days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this

contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

- 23. QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
- 24. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
- a. Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. Decreases:** The County shall receive full proportionate benefit immediately at any time during the contract period.
 - c. Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the County reserving the right to accept or reject the increase, or cancel the contract. Such action by Lincoln County shall occur not later than 15 days after the receipt by Lincoln County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
- 25. CRIMINAL CONVICTIONS CHECKS:** Lincoln County is committed to providing a crime free environment for its staff and citizens. If the contractual requirements requires your personnel will have access to various areas of County Facilities. The County reserves the right to require a criminal convictions check on owners, officers, employees and any other workers of the Contractor and their subcontractors at any time upon written request. The Contractor or the Contractor's direct representative shall accompany all new employees to the jobsite and present them to the Contract Administrator. At that time, if a criminal convictions check has been requested the Contractor shall provide a criminal history (not a letter) including traffic records, by presenting a document from a reputable company providing statewide searches covering a minimum of the last seven (7) years to the Contract Administrator. The criminal history shall match the name on state issued picture identification card. Out of state searches shall be required for persons living in the state of North Carolina for less than seven (7) years. The names, addresses and birth dates of each person that enters County property (including the owners and subcontracts) in the performance of this contract shall be supplied with the criminal history on company letterhead signed by a representative duly authorized to sign on behalf of the company. This history shall be provided to the Contract Administrator at least twenty-four (24) hours prior to any person performing work under this contract. Persons without this criminal history may be turned away and not allowed to work on any property owned or utilized by the County until proper documentation is submitted and approved by the Contract Administrator.

The County reserves the right to keep any person from being assigned to work on its property if that person (1) has been convicted of a criminal offense since the age of eighteen (18), or (2) been found at any time to have an outstanding warrant or a pending court case, or, (3) if related to his/her work at the County, has current habitual problems with traffic related issues such as no driver's license, no vehicle tags, and/or no insurance. The Contractor must disclose the criminal convictions records of all persons proposed to work on property with the designated county official.

During the term of this contract, the Contractor shall comply with these procedures for any new owner, officer, employee and any other worker of the Contractor and their subcontractors upon proper written notification by the Contract Administrator.

The Contract Administrator shall maintain all criminal convictions checks in a secure locked container for the term of the contract. At the end of the contract period the Contract Administrator shall ensure that the files have been returned to Contractor or destroyed in such a manner as to prevent disclosure of any kind.

26. EMPLOYEE VERIFICATION: Contractor shall verify and provide photo identification of each of its employees, and require the same of any subcontractors hired by Contractor. Contractor shall further utilize employees or subcontractors that speak fluent English such that they can understand any directions of the Contractor or County, and be understood in their responses thereto. Contractor at all times it is entered into a contract with Lincoln County shall comply, to the extent applicable, with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall further ensure that any subcontractors performing work for Company shall at all times comply with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall further execute an affidavit on a form provided by Lincoln County averring such compliance as stated herein.

27. IRAN DIVESTMENT ACT: For new procurements and new, renewed, or assigned contracts with Lincoln County on or after February 26, 2016, each bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification shall be due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 147-86.55-69)

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Lincoln County. (G.S. 147-86.55-69.) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 147-86.55-69.) Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 147-86.55-69.) In addition, Lincoln County may contract with, but is not required to, a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 147-86.55-69.) Any such exemption shall be entered by Lincoln County into the procurement record. The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (G.S. 147-86.55-69.) It shall be each vendor's responsibility to monitor its compliance with this restriction.

28. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL: NCGS 147 Article 6G Effective November 1, 2017