



**REQUEST FOR PROPOSAL (RFP)
DEDICATED INTERNET ACCESS (DIA) INCLUDING BASIC BUNDLED
FIREWALL SERVICE AND WIDE AREA NETWORK (WAN)
CONNECTIONS FOR ALL BRANCH LOCATIONS**

Prepared by:

PROCUREMENT TIMELINE

RFP#:	DPL-IS-2401
Issue Date:	Friday, December 4, 2023
Bidder Question Deadline:	Friday, December 20, 2023 at 5:00 p.m.
Question Response Deadline:	Wednesday, December 22, 2023
Bid Proposal Submission Deadline:	Wednesday, January 19, 2024 at 2:00 p.m.
Public Recording Date:	Wednesday, January 19, 2024 at 3:00 p.m.

All Times Noted Are Eastern Time

SUMMARY: DPL-IS-2401

The Detroit Public Library (DPL) is requesting sealed bid proposals from qualified offerors to furnish at minimum ten (10) Gbps symmetrical dedicated Internet Access including basic bundled firewall service, and one (1) Gbps symmetrical Wide Area Connections (WAN) to all DPL branch libraries.

INSTRUCTIONS TO BIDDERS

Bid proposals are to be addressed and submitted electronically via www.Bidnetdirect.com, in accordance with the instructions and all other requirements as referenced in this document. Bid proposals will be received until Wednesday, January 17, 2024 by 2:00 p.m., local time, at which time no other proposals will be received.

All bid proposals must be signed to be acceptable.

No telephone, e-mailed, or facsimile bids will be considered.

1. Bidders responding to this RFP shall submit their proposals in the format as outlined in this solicitation.
2. Bidders shall submit their proposal as instructed by properly identifying the bid proposal with the following information.
 - RFP Title: Dedicated Internet Access Including Basic Bundled Firewall Service And Wide Area Network Connections For All Branch Locations
 - Offeror's Corporate Name
 - Offeror's Address
 - Offeror's Single Point of Contact (Name, email address, and direct phone number)
 - Offeror's SPIN (Service Provider Identification Number)
 - Bid proposal includes bidder's terms and conditions.
3. **Late bids will not be accepted or considered.** It is the responsibility of the Bidder to ensure that the bid is submitted prior to the date and time indicated. Bids shall be uploaded electronically to www.bidnetdirect.com. All bid proposals received after the deadline cannot be accepted and will be returned to the Bidder unopened.
4. **BIDDER CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized Bidder changes to a bid document will be in the areas provided for a Bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the Bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. DPL shall accept NO CHANGES to the bid document made by the Bidder unless those

changes are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is the Bidder’s responsibility to acquire knowledge of any changes, modifications, or additions to the Authorized Version of the RFP. Any Bidder who submits a bid proposal and later claims it had no knowledge of any changes, modifications or additions made by DPL to the Authorized Version of the RFP, shall be bound by the bid, including any changes, modifications, or additions to the Authorized Version. If a bid is awarded to a Bidder who claims that it had no knowledge of the changes, modifications or additions made by DPL to the Authorized Version of the RFP, and that Bidder fails to accept the bid award, DPL may pursue costs and expenses to re-bid the item from that Bidder.

5. The Authorized Version of the RFP shall be that bid document appearing on the MITN website (www.bidnetdirect.com) with any amendments, addendums and/or other updates. Copies of this RFP obtained from any other source are not considered official copies, although all bid documents will also be posted in the E-Rate Productivity Center (EPC), <https://portal.usac.org>, related to FCC Form 470 #240003079. Only those Bidders who obtain bid documents from www.bidnetdirect.com are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a source other than the source indicated, it is strongly recommended that you register on the MITN website, www.bidnetdirect.com and obtain an official copy.
6. Bids shall be dated and signed by a duly authorized partner or corporate officer, with that person’s name and title clearly identified. No bid proposal shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in this RFP.
7. DPL reserves the right to reject any and all proposals received as a result of this RFP and waive or decline to waive any informalities and any irregularities in any proposal received.
8. The selected Bidder will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected Bidder shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. All proposals and other materials submitted shall become the property of DPL.
9. All changes in the RFP documents shall be through written addendum and furnished to all bidders. Verbal communication to bidders regarding this RFP or DPL’s evaluation process is not permitted. Bidders must not consider any information not distributed via official addendum or amendment as part of the Authorized Version of the RFP.

Public Recording



A virtual meeting has been established for any prospective Bidders that may be interested in the recording for Dedicated Internet Access Including Basic Bundled Firewall Service And Wide Area Network Connections For All Branch Locations.

Please see the following link for the public recording of the proposals:

RFP #DPL-IS-2401

Title: Dedicated Internet Access Including Basic Bundled Firewall Service And Wide Area Network Connections For All Branch Locations

Wednesday, January 19, 2024 at 3:00 p.m.

Please join the Public Recording meeting from your computer, tablet or smartphone.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDQyMzgxMGItY2E0ZS00OTY2LTlkNzMtZjkwMTRhOGQ5YTE0%40thread.v2/0?context=%7b%22Tid%22%3a%223f489694-f50d-4c96-bfaa-bdf49ccfdcf6%22%2c%22Oid%22%3a%228d0e357c-c67b-45cc-8587-1cd35a1aa367%22%7d

Meeting ID: 277 305 918 090

Passcode: 3W3dom

1. INTRODUCTION

DPL requests bid proposals from qualified offerors to provide a minimum ten (10) Gbps Dedicated Internet Access Including Basic Bundled Firewall Service and one (1) Gbps symmetrical Wide Area Network Connections For All Branch Locations.

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in the RFP for projects of similar scope and size.

3. ADHERENCE TO TERMS OF PROPOSALS

A proposal, once accepted by DPL, may become a binding contractual obligation of the Bidder. The failure of a successful Bidder to accept this obligation and to adhere to the terms of the Bidder's proposal may result in rejection of the proposal and the cancellation of any provisional award to the Bidder.

4. REJECTION OF PROPOSALS

DPL expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason DPL determines and/or to take any other appropriate action that is in the best interest of DPL.

5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a DPL Professional Services Contract. Any renewal option exercised under this contract is effective only after the approval of the Detroit Library Commission and the Chief Financial Officer. DPL anticipates one (1) award as a result of the RFP. The term of the contract will be for Three (3) years, with two (2) one-year renewal options subject to the approval of the Detroit Library Commission and the Procurement Department.

6. OPERATIONAL INFORMATION

The Bidder is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of DPL.



Detroit Public Library System
BEN #17024668

FY 2021-22 FCC Form 470 #240003079

**DEDICATED INTERNET ACCESS INCLUDING BASIC BUNDLED
FIREWALL SERVICE AND WIDE AREA NETWORK CONNECTIONS
FOR ALL BRANCH LOCATIONS**

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DPL is requesting bids for 10 Gbps symmetrical dedicated internet access including basic bundled firewall service and 1 Gbps symmetrical wide area network connections for each branch location.

Dedicated Internet service must be delivered to DPL's WAN hub site located at 5201 Woodward Avenue, Detroit, Michigan 48202.

Each branch library currently has 1 Gbps point to point (with no Internet access) data transport circuits. In this procurement, DPL is seeking bids for 1 Gbps symmetrical data transport circuits from the hub site to each branch. All branch libraries and service addresses are provided in Appendix A.

New service is expected to begin on July 1, 2024 which represents the start of the 2024-25 E-rate funding year and the expiration of the current service contract.

SCOPE OF WORK

Dedicated Internet Access

DPL is seeking bid proposals for 10 Gbps symmetrical dedicated Internet access with Service Level Agreement (SLA) guarantees to the specified site. The solution must be scalable to 40 Gbps in 10 Gbps cost increments. Additionally, DPL seeks proposals for bundled, basic firewall service as a component of the bidder's proposed dedicated Internet Access solution.

Wide Area Network

DPL is also seeking bids for data transport circuits of one (1) Gbps symmetrical to each branch library with Service Level Agreement (SLA) guarantees between the designated endpoints.

No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. If an increase in bandwidth is requested during the contract period, the contract does not renew. As bandwidth needs are steadily rising, Bidders are free to bid higher tiers of bandwidth than what is requested to demonstrate their future scalability.

Bid Options

1. DPL is seeking bids for two services.
 - a. Fully managed dedicated Internet access with bundled, basic firewall service.
 - b. Fully managed Wide Area Network data transport circuits with connections from the DPL network hub to each branch library.
2. Special Construction
 - a. For the purposes of the E-Rate program, special construction charges are the upfront, non-recurring costs of deploying new or upgraded network facilities to E-Rate eligible entities. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new facilities are being installed, then any installation costs are considered standard non-recurring costs (NRC).
 - d. For solutions requiring special construction, this means that the costs associated with building the network are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - e. Excess fiber strands for special construction projects (if applicable)
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full

responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

Solution Specifications

Wide Area Network: DPL must have dedicated, symmetrical one (1) Gbps transport circuit between the designated endpoints.

1. WAN connections do not connect to an Internet access point. WAN connections are point-to-point connections that connect individual eligible library facilities in the same library system. DPL's WAN network design features a WAN connection that terminates at an aggregation point for all library system WAN connections. This aggregation point is called the network hub location. These hub to library branch connections is what DPL is requesting pricing proposals for under this solution.

Internet Access: DPL must have dedicated, symmetrical transport bandwidth of ten (10) Gbps, and Bidder should show the solution is scalable up to forty (40) Gbps between the designated endpoints.

Pricing

2. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
3. Bidders are free to propose alternate pricing terms provided they have also included pricing in the requested format.
4. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
5. If an increase in bandwidth is requested during the contract period, the contract does not renew.

Service Level Agreements

1. DPL requests that all Bidders adhere to the following Service Level Agreement (SLA) terms and the terms found below:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 3ms network latency commitment
 - d. 4ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
 - f. Bidder stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service (see schedule of service credits below).
6. If Bidders are able to provide better SLA terms than those stated above, then DPL requests that Offeror's include their SLAs in their bid proposal.

General Terms for All Proposals

- a. Failure to include any requested information noted as required by the Bidder is grounds for

disqualification.

- b. Description of Proposal
 - a. Bidder's proposal should include all sites in the bid (see Appendix A). Failure to include all sites in a bid option could be considered grounds for disqualification.
 - b. Bidder will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail DPL may find useful or necessary (or could differentiate the solution from a competing proposal).
- c. Timeline
 - a. For each response, non-incumbent Bidders must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by July 1, 2024.
 - c. For solutions requiring special construction, a schedule of bringing sites online should be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
- d. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in Appendix A.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Bidder must specify specific demarcation setup included in base fees, e.g., wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
- e. Network Diagram
 - a. For each response, non-incumbent Bidders must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. Diagrams must show if the circuit is routed through any aggregation hubs, equipment, or third-party facilities between district site and point of presence.
- f. References
 - a. For each response, Bidders must provide three references from current or recent customers (preferably library) with projects equivalent to the size of DPL.
- g. E-rate Program Integrity Assurance (PIA) Review
 - a. If their solution is chosen, Bidders are required to promptly provide DPL with any information being requested as part of PIA review.
 - b. Bidders may assist DPLs with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - c. For all responses that include special construction, the Bidder agrees to, by submitting its bid to produce all construction labor, construction materials and other cost information requested during PIA review.
- h. Required Notice to Proceed and Funding Availability
 - a. DPL will follow the purchasing policies of DPL's Board and requirements and procedures of

- the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the Library's issuance of a written Notice to Proceed.
 - c. E-rate funding notification alone will not signify Notice to Proceed. The Library will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.
- i. **Equipment Restrictions**
- a. By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.
 - b. Offerors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on foreign imports are encouraged to (a) identify such products in their proposals, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract.
 - c. Offerors proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.
- j. As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for more information on the requirements relating to LCP.
- k. Applicant reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.
- l. Vendor is responsible for the timely filing of the FCC Form 473 for each related E-Rate application Fund Year. Reimbursement amounts denied by USAC due to failure of vendor to complete this program requirement will be the responsibility of the vendor. Applicant will not be held responsible for otherwise reimbursable fees due to failure of vendor to successfully complete this form.
- m. If requested by Applicant, E-Rate SPI discount method will be applied to vendor issued invoices. Vendor is responsible for submitting reimbursement requests via the FCC Form 474 by the invoice deadline. Applicant will not be responsible for repayment of funds not claimed by vendor due to untimely filing of the FCC Form 474.
- n. Additional locations may be added during the contract term. Any additional sites added to the agreement will be co-terminus with the main agreement.

Evaluation Criteria

% Weight	Criteria
35%	E-rate eligible recurring and one-time circuit costs¹
15%	Complete bid submission ²
10%	Ability to support requirements of this RFP ³
25%	Proposed contract terms and conditions ⁴
5%	E-rate ineligible recurring or one-time costs ⁵
10%	Bidder references ⁶

Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership considers all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of DPL. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address DPL's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information.
3. Ability to support requirements of this RFP: proposed solution clearly meets DPL's requirements and needs.
4. Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by DPL.
5. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of DPL.
6. Provider references: response included K12 or Library references that were similar in size and scope.

BIDDER PERFORMANCE HISTORY

The Bidder shall provide the following information:

- a. Identify in detail at least three similar projects by name, subject matter, location, Bidder's services provided, and the length of time Bidder's service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided.
- b. Identify the Bidder's key personnel working on the projects identified in "section a" above.
- c. Identify any projects in which the Bidder's contract was terminated for any reason; and
 - a. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP.
- d. Incumbent bidders may not cite DPL as a reference when responding to this section.

EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the Bidders. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a DPL designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless DPL determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Bidder is acceptable. DPL may also at its discretion, request oral presentations or make site visits at Bidder's facility. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. DPL may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified Bidders. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

CONTRACT APPROVAL

Upon contract award, DPL and the Bidder shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by DPL. No contract shall become effective until the contract has been approved by the required Library Departments and Detroit Library Commission and signed by DPL's Chief Financial Officer. Prior to the completion of this approval process, the Bidder shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the Bidder prior to such approvals; nor shall DPL incur any liability to reimburse the Bidder regarding any expenditure for the purchase of materials or the payment of services.

REQUIRED SUBMITTAL INSTRUCTIONS

All proposals must be submitted through www.bidnetdirect.com. Each Bidder is responsible for ensuring that its proposal is received by DPL on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other Library office or Library employee. Proposals received become the property of DPL. DPL is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with DPL must sign the proposals. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful Bidder will receive an award letter. Bidders who are not awarded will receive a notification that the award decision has been made.

Bidders are advised that no oral interpretation, information or instruction by an officer or employee of DPL shall be binding upon DPL.

REQUIRED CONTENT

Proposals shall include the following content:

Letter of Transmittal

The prospective Bidder's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective Bidder contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective Bidder withdraws it, or a contract is executed, or the procurement is terminated by DPL, whichever occurs first.

Accuracy and Completeness of Information

All information pertaining to the prospective Bidder's approach in meeting the requirements of the RFP shall be organized and presented in the prospective Bidder's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective Bidders are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP.
- A brief description of your firm.
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract.
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP.
- The name and contact information of the firm's manager(s) that will be in charge of this project.
- The firm's financial solvency, fiscal responsibility and financial capability.
- The age of the firm's business and the average number of employees during each of the last three (3) years.
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

REQUIRED FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Scope of Work and Operational Responsibilities.
- Bidders Performance History.
- Proposal Submission Procedure.

REQUIRED COST PROPOSAL

Bidders are requested to make a firm cost proposal to DPL. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. DPL reserves the right to select proposals from the most responsible Bidders with the most reasonable costs. DPL reserves the right to select one or more firms to perform all or separate parts of this function.

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates.

TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist DPL is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g., fees.

QUESTIONS

All questions regarding the RFP shall be submitted through www.bidnetdirect.com. Bidders shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. DPL does not guarantee a response to questions not submitted after the question deadline noted in the procurement timeline.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

PAYMENT

All properly executed invoices submitted by the successful Bidder will be paid in accordance with DPL's payment terms (Net 45).

ORAL PRESENTATION/DEMONSTRATION

DPL reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your

proposal. Proponents will be notified by the Procurement Department of the date, time, and location for Oral Presentations, if needed.

ASSIGNMENT

The services to be performed by the Bidder shall not be assigned, sublet, or transferred, nor shall the Bidder assign any monies due or to become due to him under any contract entered into with DPL pursuant to these specifications, without prior written approval of DPL.

MISCELLANEOUS

It shall be the responsibility of the Bidder to thoroughly familiarize themselves with the provisions of these requirements. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Bidder agrees to abide by the rules and regulations as prescribed herein by DPL as the same now exists or may hereafter from time-to-time be changed in writing.

MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

DPL reserves the right to modify the services provided by the Bidder awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the Bidder and DPL.

CHANGES IN FACTS

Bidders shall advise DPL during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the Bidder or the proposal immediately upon occurrence.

CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded, they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of DPL.

CHANGES IN PROPOSAL REQUIREMENTS

DPL may amend the requirements of this RFP, as it deems necessary. If changes are made, DPL may, at its discretion, extend the time allowed for submission of proposals.

References

Bidders shall provide three (3) references for services outlined in this RFP. References shall be from projects of comparable size and scope as DPL. These services should have been provided within the past three (3) years.

REFERENCE #1	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
YEARS OF EXPERIENCE	

REFERENCE #2	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

REFERENCE #3	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

Certificate of Insurance

- I. DPL has specific certificate of insurance requirements. The Bidder (for the purposes of this section also known as the “Contractor”) shall maintain at its expense during the term of this contract, the following insurance:
- A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
 - B. Commercial General Liability insurance with a combined single limit of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by supplier's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of DPL, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to DPL.

The Commercial General Liability insurance policy shall name Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Purchasing Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

NON-COLLUSION AFFIDAVIT

RFP Number: _____ RFP Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

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

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for
_____ County.

My commission expires: _____



SIGNATURE PAGE

Prices quoted shall remain firm for ninety (90) days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire contract period. The contract shall commence on date of award.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: _____

ADDRESS: _____

City State Zip

TAX ID: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) (Date)

APPENDIX A

DPL Site List (as of December 2023)

Library Site Name	BEN	Street Address	City	State	Zip Code
Bowen Branch Library	55056	3648 W Vernor Hwy	Detroit	MI	48216
Campbell Branch Library At Lawndale Station	17024679	8733 W. Vernor Hwy.	Detroit	MI	48209
Chandler Park Branch Library	55007	12800 Harper Ave	Detroit	MI	48213
Chaney Branch Library	55166	16101 Grand River Ave	Detroit	MI	48227
Chase Branch Library	55249	17731 W 7 Mile Rd	Detroit	MI	48235
Conley Branch Library	54969	4600 Martin St	Detroit	MI	48210
Detroit Public Library Main Branch	17015288	5201 Woodward Ave	Detroit	MI	48202
Detroit Public Library Service Building (Annex)	17015288	2828 Third St.	Detroit	MI	48202
Duffield Branch Library	54930	2507 W Grand Blvd	Detroit	MI	48208
Edison Branch Library	55195	18400 Joy Rd	Detroit	MI	48228
Elmwood Park Branch Library	54911	550 Chene St	Detroit	MI	48207
Franklin Branch Library	54897	13651 E McNichols Rd	Detroit	MI	48205
Frederick Douglass Branch For Special Services	54941	3666 Grand River Ave	Detroit	MI	48208
Hubbard Branch Library	55259	12929 W McNichols Rd	Detroit	MI	48235
Jefferson Branch Library	55141	12350 E Outer Dr	Detroit	MI	48224
Knapp Branch Library	54990	13330 Conant St	Detroit	MI	48212
Lincoln Branch Library	54857	1221 E 7 Mile Rd	Detroit	MI	48203
Monteith Branch Library	55048	14100 Kercheval St	Detroit	MI	48215
Parkman Branch Library	55307	1766 Oakman Blvd	Detroit	MI	48238
Redford Branch Library	55086	21200 Grand River Ave	Detroit	MI	48219
Sherwood Forest Branch Library	55106	7117 W 7 Mile Rd	Detroit	MI	48221
Skillman Branch Library	55159	121 Gratiot Ave	Detroit	MI	48226
Wilder Branch Library	55231	7140 E 7 Mile Rd	Detroit	MI	48234