



THE INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY (IndyPL)

REQUEST FOR BIDS –003

PRICING AND TERMS

Access Points

RFB Issue Date: August 7th, 2024

Contact: Shanika Heyward
Chief Innovation & Technology Officer

The Indianapolis Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208

Web Site: www.indypl.org

I. BACKGROUND AND GENERAL INFORMATION

The Indianapolis-Marion County Public Library (“IndyPL” or “Library”) is issuing this Request for Bids (“RFB”) in order to identify a qualified bidder (“Bidder”) to supply Access Points and related equipment (collectively, the “Equipment”) at its eligible locations. IndyPL participates in the Universal Services Funding (USF) program. Bidders are advised that this project will be contingent upon the successful obtaining of Category 2 E-Rate funding. This RFB covers the acquisition of eligible and ineligible Category 2 items for **Funding Year 25 and targets implementation beginning: July 2025 – June 2026. Refer to USAC Form 470# 240026122.**

II. PURCHASE DESCRIPTION

IndyPL seeks to purchase the Equipment as outlined in **Appendix A. The Equipment shall be new, factory-sealed equipment currently available from the manufacturer and intended for the USA market.** The Library will not accept bids for used, remanufactured, refurbished, “B stock,” returns, open-box, discontinued, “gray market,” or equipment in any other condition other than new and factory-sealed with all original manufacturer warranties.

The Equipment outlined in **Appendix A** represents a list of the type of equipment and capacities (or their equivalent) to be supplied. IndyPL will consider Bids containing equivalent products for particular items; however, the Bidder should provide a thorough technical description for how such equivalent product meets the required functionality for the item listed in **Appendix A**. For any part numbers that have been updated or replaced by the manufacturer, bidders should offer the most similar current part.

III. SUBMISSION OF BIDS

1. Format: Bidders must complete the Bid Form, included as **Attachment #1**. Bids must include line-item pricing for each item listed in **Appendix A**. Any discounts contained in the Bid must be broken down by line-item. Bidders should clearly indicate any E-Rate ineligible costs associated with their bid. Specify all fees, shipping charges, taxes, surcharges, and contingency fees for any items to which these apply. If the Bid proposes to use equivalent products for one or more items of Equipment, it should contain a thorough technical description for how the equivalent product meets the required functionality for that particular item listed in **Appendix A**. To be considered responsive, all items included in the Bid must be compatible with existing equipment at Library facilities as noted in Section IV.2.

The price per line-item should include all related software and hardware components that enable the functionality of the items of Equipment. This includes any necessary software licenses, multi-year licenses, basic maintenance, and mounting brackets for applicable items. If this is not the case, please specify. Please specifically note any manufacturer’s warranties provided as an integral part of an eligible item that is

Indianapolis-Marion County Public Library
Pricing and Terms – Access Points

provided without any separately identifiable cost. Bids must also specifically identify any ongoing subscription pricing for any applicable line-item.

Additionally, Bids must contain responses to the following:

- A. Specify that each item is new, factory-sealed equipment currently available from the manufacturer and not used, remanufactured, refurbished, "B stock," returns, open-box, discontinued, "gray market," or equipment in any other condition.
 - B. Acknowledge that, if selected, IndyPL may adjust quantities, scale back, or cancel entirely the amount of Equipment needed based upon funding availability and/or the best interests of the Library.
 - C. Provide an outline of the Bidder's certifications and connections regarding the Equipment, including the length of time the Bidder has had a business relationship with the manufacturer of the items contained in the Bid.
 - D. Provide two (2) references to sites in which the Bidder has provided similar products to a client as those listed in Appendix A, including business name, contact name, and contact information. Preferably, at least one reference should be a school corporation or library system within ninety (90) miles of IndyPL.
 - E. Provide your E-Rate SPIN Number (Bidder must have a current SPAC form on file with USAC).
 - F. Provide a draft contract that includes the RFB requirements and E-Rate contingencies outlined in the RFB.
2. Questions: Questions regarding the RFB requirements may be submitted to Miguel Ruiz, Project Manager, Innovation & Technology at PurchasingRFP@indypl.org. The deadline to submit questions is **September 4th, 2024, at 8 a.m. EDT**. Following the deadline to submit questions, the Library will post all questions and the answers thereto at <https://www.indypl.org/vendor-opportunities>. It is the sole responsibility of the bidders to visit the website for any additional information regarding the RFB that may be issued.
 3. Submission Date and Time: The Bids, including **Attachment #1 and any supporting documentation**, must be submitted electronically by **8 a.m. EDT on October 24th, 2024**, to **Shanika Heyward, Chief Innovation & Technology Officer, at PurchasingRFP@indypl.org**. Please use "**RFB Pricing and Terms – Access Points**" in the subject line. Bids submitted will remain unopened and confidential until they are opened in public.
 4. Opening of Bids: The Bids shall be received, opened, and publicly read aloud at Library Service Center, 2450 N. Meridian St., Indianapolis, IN 46208 on **October 24th, 2024 at 9:00 a.m. EDT, in Room 226**.
 5. Modification or Withdrawal of Bid: By submitting a Bid, the Bidder agrees the Bid shall be valid for sixty (60) days from Bid Opening, and it may not be modified, withdrawn

or cancelled during that time period. Bids may be withdrawn, altered and/or resubmitted at any time prior to the Bid Submission Deadline. Notice of pre-submittal date withdrawal may be submitted to IndyPL by email to PurchasingRFP@indypl.org. In addition, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the Bid Submission Deadline. Withdrawn Bids may be resubmitted up to the Bid Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.

IV. EVALUATION CRITERIA

IndyPL will award the contract to purchase the Equipment by written notice to the lowest responsible and responsive Bidder in accordance with I.C. § 5-22-7-8. The primary consideration in evaluating the bids shall be the lowest total cost of the Equipment. In addition to lowest total cost, IndyPL shall evaluate the following in determining the lowest responsible and responsive bid:

1. The cost per each line-item for each item of Equipment listed in Appendix A, including any listed discounts and fees or other charges pertaining to each item.
2. The technical details contained in the Bid as discussed in Section III.1.
3. The Bidder's experience in the industry (Section III.1.A.).
4. The Bidder's references (Section III.1.B.).

V. TERMS AND CONDITIONS

1. Definitions: The term Agreement ("Agreement") denotes the contract for supplying the Equipment as outlined in Appendix A that may be entered into by IndyPL with a Bidder.
2. Public Records: All materials submitted in response to this RFB become the property of IndyPL upon delivery and shall be appended to any formal documentation, which will further define or expand the Agreement between IndyPL and the Bidder. Bidders are advised that information and material contained in a Bid are subject to the Indiana Public Records Act, I.C. § 5-14-3 et seq., and, after the Bid opening and the Agreement is finalized are available for public inspection and may be viewed and copied by any member of the public, including news and competitors.
3. Reservation of Rights: This RFB does not commit IndyPL to accept a Bid, to pay any costs incurred in the preparation of a Bid, or to otherwise contract for any equipment or services. IndyPL specifically reserves the right to reject any or all bids. The Library further reserves the right to waive any defects or informalities in the bidding process to the extent permitted by law. Such includes the right to extend the date and time for receipt of bids. As highlighted in Section IV, although cost will be the most important consideration, the lowest Bid shall not necessarily be selected. If, following the RFB process, it is determined that the lowest responsible and responsive bid is too high, IndyPL may reject all Bids and either cancel the solicitation or issue a new RFB soliciting bids in accordance with I.C. § 5-22-18-2.

Following acceptance of a Bid, IndyPL reserves the right to adjust the quantities specified in the RFB or otherwise scale back or cancel the Equipment order as needed based upon the availability of funding and/or the best interests of the Library.

4. Inconsistency: Any Bidder believing that there is any ambiguity, inconsistency, or error in the RFB shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the RFB Deadline for Bidder Questions will constitute a waiver of claim of ambiguity, inconsistency, and/or error.
5. Preparation Costs: The Bidder shall be responsible for all costs incurred in preparing or responding to this RFB. All materials and documents submitted in response to this RFB shall become the property of IndyPL and will not be returned after the Bid submission deadline.
6. Commission Prohibition: By submission of a Bid, the Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
7. Exceptions: It is the intent of IndyPL to select a Bid on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material condition or requirement of the RFB as an attempt by the Bidder to vary the terms of the RFB, which, in fact, may result in giving such Bidder an unfair advantage over other Bidders. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFB, unless the exception would be of material benefit to IndyPL.
8. IndyPL's Right to Disqualify for Conflict of Interest: IndyPL reserves the right to disqualify any Bidder on the basis of any real or apparent conflict of interest that is disclosed by the Bid submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Bidder submitting a Bid waives any right to object at any future time, before any agency or board, including but not limited to, the IndyPL Board, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
9. Covenant Against Contingent Fees:
 - A. The Bidder warrants that no person or selling agent has been employed or retained to solicit or secure a contract with IndyPL upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business.

- B. For breach or violation of this warranty, IndyPL shall have the right to immediately terminate consideration of a Bid or the right of a Bidder to proceed under an Agreement that might be entered into with the Bidder without liability or, in its discretion, to deduct from fees or payments due the Bidder the commission, percentage brokerage or contingent fee.
10. Gratuities: IndyPL may immediately terminate consideration of a Bid or the right of a Bidder to proceed under an Agreement that may be entered into with the Bidder if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Bidder, or any representative of the Bidder, to any officer or employee of IndyPL with a view toward securing the Bidder selection or resulting Agreement, or the making of any determinations with respect to the issuance or performance of an Agreement.
11. Iran Investments: By submission of a Bid, the Bidder certifies that the Bidder is not engaged in any investment activities in Iran as defined in I.C. § 5-22-16.5-8.

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APPENDIX A

Part Number	Description	Quantity
C9120AXP-x	Cisco Catalyst 9120AX Series	145

ATTACHMENT #1
BID FORM
REQUEST FOR BIDS – TERMS AND PRICING ACCESS
POINTS

All Bidders shall utilize this form. Except as otherwise specifically provided, all Parts shall be fully and accurately filled-in, completed and notarized. Type or print all required information.

Project: Request For Bids – Terms and Pricing Access Points
Bid Date: October 24th, 2024, 8:00 a.m. EDT.
Owner: Indianapolis-Marion County Public Library
2450 N. Meridian Street
Indianapolis, IN 46208

PART 1
BIDDER INFORMATION

Bidder: _____
Agent of Bidder (if applicable): _____
Email address: _____
Former Business Names of Bidder: _____

Bidder is a/an [mark all as appropriate]:
 Individual Partnership Indiana Corporation
 Foreign (Out of State) Corporation
 Joint Venture
 MBE WBE VBE DOBE (Certifications Required)
Other: _____

In accordance with I.C. § 5-22-16-4, foreign (out of State) entities must register with the Secretary of State of Indiana in order to do business in the State of Indiana the following must therefore be answered if the Bidder or any of its partners or joint venture parties is a foreign (out of State) entity.

Business Entity Name: _____
Address: _____
Date registered with State of Indiana: _____
Indiana Registered Agent Name: _____
Address: _____

PART 2
BID AND COMPLETION TIME

The undersigned Bidder, with complete understanding of the requirements of the bidding documents, proposes to furnish all of the Equipment, or its equivalent, listed in Appendix A and in accordance with Bidder’s draft contract submitted in accordance with Section III.1.F. of the RFB, with reasonable promptness following the acceptance of Bid and finalization of the Agreement for the total **LUMP SUM PRICE** of:

_____ \$ _____
(Amount in words) (Numerals)

By submitting a bid, the Bidder agrees the Bid shall be valid for sixty (60) days from Bid Opening.

PART 3
BID QUESTIONS

Please answer each of the following questions. If your answer requires more room, please include those answers in an attachment.

1. EQUIPMENT CONDITION:

By checking this box, I certify that each item to be furnished as a part of this Bid is new, factory-sealed equipment currently available from the manufacturer and not used, remanufactured, refurbished, “B stock,” returns, open-box, discontinued, “gray market,” or equipment in any other condition.

2. E-RATE FUNDING CONSIDERATIONS:

By checking this box, I acknowledge that if selected, IndyPL may adjust quantities, scale back, or cancel entirely the amount of Equipment needed based upon funding availability and/or the best interests of the Library.

3. BIDDER QUALIFICATIONS:

Provide an outline of the Bidder’s certifications and connections regarding the Equipment, including the length of time the Bidder has had a business relationship with the manufacturer of the items contained in the Bid.

4. BIDDER REFERENCES:

Provide two (2) references to sites in which the Bidder has provided similar products to a client as those listed in **Appendix A**, including business name, contact name, and contact information. Preferably, at least one reference should be a school corporation or library system within ninety (90) miles of IndyPL.

5. E-RATE FUNDING QUALIFICATIONS:

Provide your E-Rate SPIN Number (Bidder must have a current SPAC form on file with USAC). _____

6. CONTRACT

Please attach to the Bid Form a draft contract that includes the RFB requirements and E-Rate contingencies as outlined in the RFB.

PART 4
NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Bidder, being first duly sworn, deposes and states that the Bidder has not, nor has any other member, representative, employee or agent of the Bidder, entered into any combination, collusion or agreement with any person relative to the Bid by anyone at such letting, to prevent any person from submitting a Bid, or to induce anyone to refrain from submitting a Bid.

The undersigned further deposes and states that this Bid is made without reference to any other Bid and without any agreement, understanding or combination with any other person referring to such Bid.

The undersigned further deposes and states that no person, firm, or entity has or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such Bid.

Bidder: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

PART 5
OATH AND ATTESTATION

I, _____, as authorized agent and/or representative of the Bidder, _____, being first deposed upon my oath, do hereby certify and attest, swear and/or affirm, subject to penalties for perjury, that all of the foregoing information and statements contained here are true, complete, and accurate.

By (Signature): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____