

CHARLOTTE MECKLENBURG

LIBRARY

TELECOMMUNICATION SERVICE
Internet Service

E-Rate Yr 19 (2016-2017)

RFP # 2016-1

Request for Proposals Issued: January 29, 2016

Deadline for Submittal of Proposals: February 26, 2016
Before 2:00pm

Attention: William Stockdale

Valerie Woodward Center
3205 Freedom Drive, Suite 107
Charlotte NC 28208

SUMMARY

The Public Library of Charlotte and Mecklenburg County DBA Charlotte Mecklenburg Library is soliciting quotes for **Metro Ethernet services** for multi-year contracts.

The intent of this document is to define specifications for the equipment and requirements for installation of the complete system.

SYSTEM DESCRIPTION

The Charlotte Mecklenburg Library is seeking proposals for **TELECOMMUNICATIONS SERVICE for Fiber Optic Ethernet Services (MAN) – E-Rate Eligible Service at the bandwidth level of up to 500 Mbps in 100Mbps intervals**. Quote should include a transport circuit with all necessary hardware. Each item will need to be quoted on as a separate line item including:

- Internet Access Costs
- Installation Costs
- Hardware Costs
- Circuit Costs
- Other Items needed to complete project

PROJECT

Charlotte Mecklenburg library is requesting proposals for a 3 year contract to provide Metro Ethernet services for branches listed in Appendix A of this document. Upon the successful provisioning of the services by the provider, the library system will have robust, cost effective Metro Ethernet services that will allow the library to meet the networking objectives and goals.

GENERAL REQUIREMENTS

This Request for Proposal (RFP) issued by the Charlotte Mecklenburg County Library System is to request proposals from E-rate eligible telecommunications services providers to provide Metro Ethernet services. The network consists of a core site identified as the Data Center located at 8910 Lenox Pointe Dr., Charlotte NC 28273 and 20 library branch locations. The Metro Ethernet services shall support voice, data and video applications, and shall include a managed network interface device as the network demarcation point at each site. The network interface device shall be owned, provided, and maintained by the service provider, and all costs associated with this equipment shall be reflected in the services rate. The hand-off point will be determined by site.

REQUIREMENTS:

- 1) **BID FORM:** You must complete the Bid form for the RFP 2016-1 Appendix A
- 2) **Additional Information:** Bidders may attach additional pertinent information they deem important to the selection, implementation and overall success of the project.

In Addition, Please provide the following information:

1. Length of time business has provided this type of service.
2. Your Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
6. An implementation timeline proposal starting July 1, 2016.
7. Indicate how charges will be incurred as services are implemented.
8. Vendors must include 3 reference sites using your services for 3 years or more. References from library districts or county offices/education in North Carolina are preferred:
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

SPECIAL CONDITIONS:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Charlotte Mecklenburg Library and documented with new price sheet sent to William Stockdale (William.Stockdale@mecklenburgcountync.gov) in the County IT office in the Valerie Woodward Center.
2. All equipment/services costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any Charlotte Mecklenburg Library Board Member during the RFP process, will be disqualified from consideration for the RFP award.
4. The Charlotte Mecklenburg Library reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.

5. This RFP will be posted to the Charlotte Mecklenburg Library website (<http://www.cmlibrary.org>) Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
6. All questions regarding this RFP should be directed to, William.Stockdale@mecklenburgcountync.gov with the subject of “**ERATE RFP # 2016-1 question Internet Service**”.
7. The Deadline for questions will be 2/19/2016 before 4:00pm.
8. Responses to all questions will be made by 2/24/2016 and will be posted on Charlotte Mecklenburg Library website.
9. It is the responsibility of the prospective bidder to check the website for updates or addenda.
10. You must provide one original and two copies of your proposal (3 total). You must also provide one digital copy (USB flash drive) of your proposal in .pdf format.
11. Manufacturer must provide warranty for all parts and equipment.

MULTI-YEAR CONTRACT

The Charlotte Mecklenburg Library is requesting that the selected vendor enter into a multi-year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of Charlotte Mecklenburg Library. The contract shall begin on July 1, 2016 and can be extended on an annual basis for a maximum of five (5) years at the sole discretion of Charlotte Mecklenburg Library.

VENDOR REQUIREMENTS

The vendor must meet or exceed all minimum qualification requirements.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. Charlotte Mecklenburg Library reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. The company may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of Charlotte Mecklenburg Library's technology needs.

EVALUATION CRITERIA

- Vendor cost, including unit prices, labor rates, travel/trip charges, warranty costs, etc.
- Extent of experience with the Library
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement
- Physical location in Mecklenburg County
- National primary carrier holding contracts with entities in Mecklenburg County

The successful bidder will be chosen based upon best value. The Library reserves the right to reject any or all bids.

RFP SCHEDULE

Solicit RFP/Bids	January 29, 2016
RFP/BID question deadline	4:00 p.m., February 19, 2016
RFP/BID question response	4:00 p.m., February 24, 2016
RFP/Bid closing	2:00 p.m., February 26, 2016
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately 03/14/2016)
Contract signing	Contingent on E-RATE Award and Library Funding

SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by Library. Each proposal shall conform and be responsive to Library specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
2. **DEADLINE FOR RECEIPT OF PROPOSAL:** One signed original, two hard copies and one digital copy of the proposal must be submitted in sealed envelopes and should be properly identified with the proposal number and Proposal Submittal Deadline. **Proposals must arrive in the County IT office 3205 Freedom Drive,**

Suite 107 Charlotte NC 28208 before 2:00 PM, local time, February 26, 2016.
Telephone, telegraphic, facsimile, emailed, and late proposals will not be accepted or considered.

3. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled with RFP number and title on the outside of the bid package.

RFP 2016-1 – Metro-E Services

It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected.

4. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
5. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the Library's own existing equipment referenced herein. These specifications are meant to outline the Library's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
8. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The Library is not exempt from North Carolina sales and use taxes. All applicable taxes shall be added as a separate line
9. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
10. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the Library's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic

(facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

11. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
12. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived.
13. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the Library shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
14. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the Library, or who is a defaulter as surety, contractor or otherwise.
15. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the Library, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the Library satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
16. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Library reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the Library.
17. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with the Library. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
18. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
19. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of North Carolina and all applicable regulations and orders of the Federal or State

governments now in effect or which shall be in effect during the period of such contract.

20. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the Board of Trustee's.
21. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Bidder shall save, keep, bear harmless, and fully indemnify the Library and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the Library, or by any of its officers or agents of items to be supplied by the Bidder.
22. **DELIVERY.** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the Library as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the Library. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the Library in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
23. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by the Library for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
24. **INABILITY TO PERFORM.** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
 - a. The Bidder shall send written notice to the Library of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the Library or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The Library may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the Library of a new purchase order or other written instruction.

25. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the Library and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
26. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
27. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall be with the appropriate state or federal court located in Mecklenburg County.
28. **CONTACT WITH BOARD OF TRUSTEES:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
29. **BID PROTEST.** Any bid protest by any Bidder must be submitted in writing to the Library before 3:30 p.m. of the **third (3rd)** business day following bid opening.
 - a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the Library no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

h. A "business day", for purposes of this section, means a weekday during which the Library's office is open and conducting business.

30. E-RATE PARTICIPATION: The Library is participating in the Federal Universal Service Discount program for library's and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The Library reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
31. SPIN: Each vendor providing services to the Library as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Library's and Libraries Division a valid SPIN. Library's and Libraries Division can be reached online at: <http://www.usac.org>
32. RIGHT TO TERMINATE: The Charlotte Mecklenburg Library reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Library shall not be responsible for any costs to Bidder/Contractor prior to termination.

Appendix A

**BID FORM (RFP 2016-1)
INTERNET SERVICE
FISCAL YEAR 2016-2017**

Vendor Company Name: _____

Vendor Name: _____

Vendor Title: _____

Vendor SPIN: _____

Vendor Phone: _____

**CHARLOTTE MECKLENBURG LIBRARY is looking for a three year term
on all listed below.**

Response to Request for Proposal No. 2016-1 due February 26, 2016 before 2:00 PM

Item No.	Site	Address	Service	Monthly recurring costs	Hardware costs	One-time Install
100.1	Beatties Ford Road	2412 Beatties Ford Road; Charlotte, NC 28216	100 Mbps			
100.2	Cornelius	21105 Catawba Avenue; Cornelius, NC 28031	100 Mbps			
100.3	Davidson	119 South Main Street; Davidson, NC 28036	100 Mbps			
100.4	Hickory Grove	5935 Hickory Grove Road; Charlotte, NC 28215	100 Mbps			
100.5	ImaginOn	300 East Seventh Street; Charlotte, NC 28202	100 Mbps			
100.6	Independence	6000 Conference Drive; Charlotte, NC 28212	100 Mbps			
100.7	Main Library	310 North Tryon St.; Charlotte, NC 28202	100 Mbps			
100.8	Matthews	230 Matthews Station St.; Matthews, NC 28105	100 Mbps			
100.9	Mint Hill	6840 Matthews - Mint Hill Road; Mint Hill, NC 28227	100 Mbps			
100.10	Morrison	7015 Morrison Boulevard; Charlotte, NC 28211	100 Mbps			
100.11	Mountain Island	4420 Hoyt Galvin Way; Charlotte, NC 28214	100 Mbps			
100.12	Myers Park	1361 Queens Road; Charlotte, NC 28207	100 Mbps			
100.13	North County	16500 Holly Crest Lane; Huntersville, NC 28078	100 Mbps			
100.14	Plaza-Midwood	1623 Central Avenue; Charlotte, NC 28205	100 Mbps			
100.15	Scaleybark	101 Scaleybark Road; Charlotte, NC 28209	100 Mbps			
100.16	South County	5801 Rea Road; Charlotte, NC 28277	100 Mbps			
100.17	Steele Creek	13620 Steele Creek Road; Charlotte, NC 28273	100 Mbps			
100.18	Sugar Creek	4045 North Tryon Street, Suite A; Charlotte, NC 28206	100 Mbps			
100.19	University City	301 East W.T. Harris Boulevard; Charlotte, NC 28262	100 Mbps			
100.20	West Blvd	2157 West Boulevard; Charlotte, NC 28208	200 Mbps			
100.21	Data Center - Peak 10	8910 Lenox Pointe Dr., Charlotte NC 28273	200 Mbps			

200.1	Beatties Ford Road	2412 Beatties Ford Road; Charlotte, NC 28216	200 Mbps			
200.2	Cornelius	21105 Catawba Avenue; Cornelius, NC 28031	200 Mbps			
200.3	Davidson	119 South Main Street; Davidson, NC 28036	200 Mbps			
200.4	Hickory Grove	5935 Hickory Grove Road; Charlotte, NC 28215	200 Mbps			
200.5	ImaginOn	300 East Seventh Street; Charlotte, NC 28202	200 Mbps			
200.6	Independence	6000 Conference Drive; Charlotte, NC 28212	200 Mbps			
200.7	Main Library	310 North Tryon St.; Charlotte, NC 28202	200 Mbps			
200.8	Matthews	230 Matthews Station St.; Matthews, NC 28105	200 Mbps			
200.9	Mint Hill	6840 Matthews - Mint Hill Road; Mint Hill, NC 28227	200 Mbps			
200.10	Morrison	7015 Morrison Boulevard; Charlotte, NC 28211	200 Mbps			
200.11	Mountain Island	4420 Hoyt Galvin Way; Charlotte, NC 28214	200 Mbps			
200.12	Myers Park	1361 Queens Road; Charlotte, NC 28207	200 Mbps			
200.13	North County	16500 Holly Crest Lane; Huntersville, NC 28078	200 Mbps			
200.14	Plaza-Midwood	1623 Central Avenue; Charlotte, NC 28205	200 Mbps			
200.15	Scaleybark	101 Scaleybark Road; Charlotte, NC 28209	200 Mbps			
200.16	South County	5801 Rea Road; Charlotte, NC 28277	200 Mbps			
200.17	Steele Creek	13620 Steele Creek Road; Charlotte, NC 28273	200 Mbps			
200.18	Sugar Creek	4045 North Tryon Street, Suite A; Charlotte, NC 28206	200 Mbps			
200.19	University City	301 East W.T. Harris Boulevard; Charlotte, NC 28262	200 Mbps			
200.20	West Blvd	2157 West Boulevard; Charlotte, NC 28208	200 Mbps			
200.21	Data Center - Peak 10	8910 Lenox Pointe Dr., Charlotte NC 28273	200 Mbps			

300.1	Beatties Ford Road	2412 Beatties Ford Road; Charlotte, NC 28216	300 Mbps			
300.2	Cornelius	21105 Catawba Avenue; Cornelius, NC 28031	300 Mbps			
300.3	Davidson	119 South Main Street; Davidson, NC 28036	300 Mbps			
300.4	Hickory Grove	5935 Hickory Grove Road; Charlotte, NC 28215	300 Mbps			
300.5	ImaginOn	300 East Seventh Street; Charlotte, NC 28202	300 Mbps			
300.6	Independence	6000 Conference Drive; Charlotte, NC 28212	300 Mbps			
300.7	Main Library	310 North Tryon St.; Charlotte, NC 28202	300 Mbps			
300.8	Matthews	230 Matthews Station St.; Matthews, NC 28105	300 Mbps			
300.9	Mint Hill	6840 Matthews - Mint Hill Road; Mint Hill, NC 28227	300 Mbps			
300.10	Morrison	7015 Morrison Boulevard; Charlotte, NC 28211	300 Mbps			
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300.12	Myers Park	1361 Queens Road; Charlotte, NC 28207	300 Mbps			
300.13	North County	16500 Holly Crest Lane; Huntersville, NC 28078	300 Mbps			
300.14	Plaza-Midwood	1623 Central Avenue; Charlotte, NC 28205	300 Mbps			
300.15	Scaleybark	101 Scaleybark Road; Charlotte, NC 28209	300 Mbps			
300.16	South County	5801 Rea Road; Charlotte, NC 28277	300 Mbps			
300.17	Steele Creek	13620 Steele Creek Road; Charlotte, NC 28273	300 Mbps			
300.18	Sugar Creek	4045 North Tryon Street, Suite A; Charlotte, NC 28206	300 Mbps			
300.19	University City	301 East W.T. Harris Boulevard; Charlotte, NC 28262	300 Mbps			
300.20	West Blvd	2157 West Boulevard; Charlotte, NC 28208	300 Mbps			
300.21	Data Center - Peak 10	8910 Lenox Pointe Dr., Charlotte NC 28273	300 Mbps			

400.1	Beatties Ford Road	2412 Beatties Ford Road; Charlotte, NC 28216	400 Mbps			
400.2	Cornelius	21105 Catawba Avenue; Cornelius, NC 28031	400 Mbps			
400.3	Davidson	119 South Main Street; Davidson, NC 28036	400 Mbps			
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500.20	West Blvd	2157 West Boulevard; Charlotte, NC 28208	500 Mbps			
500.21	Data Center - Peak 10	8910 Lenox Pointe Dr., Charlotte NC 28273	500 Mbps			

Letter of Agreement
Charlotte Mecklenburg Library and

(Name of Company)

Pursuant to the terms of Charlotte Mecklenburg Library’s RFP # 2016-1 for Internet Service (Name of Company) _____’s response to RFP #2016-1 dated (mm/dd/yyyy)_____, (Name of Company) _____ will provide the equipment and services per RFP # 2016-1 effective the date of issuance of Charlotte Mecklenburg Library Purchase Order(s).

(Name of Company) _____ and Charlotte Mecklenburg Library acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the Library and Libraries Division of USAC/FCC and Charlotte Mecklenburg Library for E-Rate Year 2016 (Year 19), and Charlotte Mecklenburg Library’s approval.

The Charlotte Mecklenburg Library reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Charlotte Mecklenburg Library shall not be responsible for any costs to Bidder prior to termination.

Charlotte Mecklenburg Library _____

(Name of Company)

Authorized Representative Signature
Date: _____

Authorized Representative Signature
Date: _____

Name: Lenoir Keesler
Title: Chief Executive Officer
Address: 310 North Tryon St
Charlotte NC 28202

Name: _____
Title: _____
Address: _____

Email: _____
Phone: _____

NONCOLLUSION AFFIDAVIT
CHARLOTTE MECKLENBURG LIBRARY
Request for Proposal (2016-1)
ERATE FY 2016 (YR19)
Internet Services

State of North Carolina)
)
County of)

_____ (Name), being first duly sworn, deposes and says that he is
_____ (title) of the _____ (Company Name)

party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Executed this ____ day of _____, 20 ____ at _____, North Carolina.

Signature of Bidder _____

E-rate Service Provider Contact Information

CHARLOTTE MECKLENBURG LIBRARY

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Vendor must provide the following information

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Charlotte Mecklenburg Library:

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____

Include other important contact information.