

# CAPITAL AREA DISTRICT LIBRARIES

401 S. CAPITOL AVE., LANSING, MI 48933  
(517) 367 – 6300

## REQUEST FOR PROPOSAL: E-RATE: EXTREME CLOUD IQ PILOT SUBSCRIPTIONS

### 1 INTRODUCTION

#### 1.1 Objective

The Capital Area District Libraries (hereinafter referred to as CADL) requests proposals from qualified vendors that can provide **Extreme Cloud IQ Pilot subscriptions**.

- Bidders must be authorized resellers for any item quoted
- Quotes are for software license subscriptions only – no hardware is being purchased.
- Bidders must be qualified and willing to participate in the federal E-rate Program and support CADL's application for funds relevant to this purchase.

CADL has 13 locations and provides public wireless Internet access for our patrons as well as secured wireless networks for various staff needs. This bid is published in conjunction with the Universal Services Administrative Corporation E-rate Form 470 schedule.

#### 1.2 Schedule

Friday, January 17, 2025	Release RFP and post E-rate Form 470
Wednesday, January 29, 2025	Deadline to submit questions
Monday, February 3, 2025	Answers to questions received will be published as an addendum
Friday, February 14, 2025	Proposals must be received by 4 PM Eastern Time
Wednesday, March 26, 2025	Latest date for award decision
July 2025	Software licensing begins, invoicing takes place

#### 1.3 CADL Contact & Questions

Address all questions in writing to Sheryl Knox, Technology Director at [knoxs@cadl.org](mailto:knoxs@cadl.org). Questions must be submitted by Wednesday, January 29, 2025. All questions and answers will be posted for all potential bidders to review on or before Monday, February 3, 2025.

## 2 PRODUCT SPECIFICATIONS

### 2.1 Quantity & Specifications

- CADL is seeking to **renew our Extreme Cloud IQ Pilot license subscriptions for (50) devices**. The existing managed devices are Aerohive wireless access points, models AP630 and AP1130.
- Bidders should provide pricing for 1-, 2-, and 3-year terms.

## 3 DELIVERY, PRICING, SUBMISSION & TAX EXEMPTION

### 3.1 Cover letter

A cover letter with the following information is required:

- The company name, address and telephone and fax numbers of the corporate headquarters and local office, if applicable, of the firm submitting the proposal.
- A brief profile of your firm, how long it has been in business, and the range of services it offers.
- The name(s), phone number(s), email address(es) of the person or persons who will serve as the firm's principal contact with CADL and be authorized to make representations on behalf of the bidding firm
- A statement concerning your familiarity with and willingness to participate in the E-rate Program. Include your SPIN if you have one.
- Signature of the person having the proper authority to make the proposal for the firm.

### 3.2 Submission of Proposal

All proposals must be submitted in writing by mail, email attachment, or personal delivery. Offers communicated by telephone or fax will neither be accepted nor considered.

Bid proposal documents shall be submitted in a sealed, opaque envelope or as digital files attached to email. It must be clearly labeled as: **RFP Response – Extreme Cloud IQ E-rate** on the envelope or in the subject line. The bidder's company name and address must be printed on the envelope or in the body of the email to which the proposal is attached. Proposals that are not submitted in one of these ways will not be considered.

The proposals must be received by CADL no later than 4:00 p.m., Eastern Time, on Friday, February 14, 2025. Proposals will be accepted at the locations listed below.

**Email to:**

Sheryl Knox

knoxs@cadl.org

Receipt will be acknowledged  
by return email

**Mail to or drop off in person at:**

Capital Area District Libraries

Attn: Sheryl Knox

Administrative Offices, 3rd Floor

401 S. Capitol Ave

Lansing, MI 48933

### 3.3 Tax Exemption

The Capital Area District Libraries is a local taxing authority of the State of Michigan and is exempt from Michigan Retail Sales and Use Taxes and Federal Manufacturer's Excise Tax. The

price quotations will therefore exclude taxes. CADL shall furnish a tax exemption certificate, if required.

### **3.4 Special Considerations**

If any cost savings can be applied against prices shown in the Proposal, to the benefit of CADL, by handling payments in a special way or within a specific time interval, the Bidder is requested to state any such advantage in their proposal. As a local government taxing authority, CADL is eligible for government pricing. As a public library, CADL is often considered by vendors to qualify for educational pricing. CADL also is qualified to participate in various cooperative purchasing programs, including the MiDeal program of the State of Michigan, the Regional Educational Media Center (REMC) Association of Michigan's REMC SAVE contracts, PEPPM National Cooperative Contracts, and Midwestern Higher Education Compact (MHEC).

### **3.5 Proprietary Information**

After the contract is awarded, all proposals will be open for public inspection, to the extent permitted by law. By submitting a proposal, the winning vendor acknowledges that all information required for E-rate applications will be publicly available to the extent designed and required by the federal E-rate Program, regardless of proprietary designations. If a Bidder does not desire proprietary information in the proposal to be disclosed, they are required to identify all proprietary information in the proposal and supply the reason(s) for such designation. The identification will be done by: (a) individually marking each page with the words "Proprietary Information" on which such proprietary information is found or (b) segregating all information designated as proprietary into a separate section or document. The entire document may not fall within the confines of proprietary information. CADL's preference is for the Bidder to segregate all information designated as proprietary into one separate section/document for easier removal. If the Bidder fails to identify proprietary information, it agrees that by submission of its proposal that all sections shall be deemed non-proprietary and made available upon public request.

### **3.6 Withdrawal of Proposal**

A Bidder's proposal may be withdrawn by a duly authorized representative of the Bidder at any time prior to the proposal submission deadline, upon presentation of acceptable identification that s/he is a representative of such Bidder.

### **3.7 Contract Incorporation**

Bidders should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of a Bidder to accept this obligation may result in the cancellation of any award. Any damages occurring to CADL as a result of the Bidder's failure to contract may be recovered from the Bidder.

### **3.8 Other Contractual Considerations**

#### **3.8.1 Compliance with Laws and Regulations**

The Vendor shall comply with applicable Federal, state, and local laws, rules and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses, permits, and inspections, and shall pay without burden to CADL all fees and charges in connection with this project. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses.

#### **3.8.2 Safety**

As applicable and relevant herein, the Vendor shall take necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor

shall at all times comply with the regulations set forth by Federal, state, and local laws, rules and regulations and all applicable state labor laws, regulations and standards.

### 3.8.3 Indemnification

As applicable and relevant herein, the Vendor shall indemnify and hold harmless CADL, its agents and their employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequences of any negligence (excluding negligence by CADL, its agents or their employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or their employees.

The Vendor further agrees to indemnify and hold harmless CADL, its agents or their employees, against claims or liability arising from or based upon the violation of any Federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or their employees.

### 3.8.4 Liability and Insurance

As applicable and relevant herein, the Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance. The Vendor shall provide and maintain in force during the life of this Contract the following insurance coverage:

- General Liability Insurance of at least \$500,000 per occurrence and \$1,000,000 for all occurrences.
- Professional Liability Insurance (also known as "errors and omissions" coverage) of at least \$100,000 per occurrence.
- Worker's Compensation and Employer's Liability Insurance with minimum limits as required by the State of Michigan but in no case less than \$100,000.

Should there be a need for on-site Vendor personnel or representatives to conduct work related functions at or on CADL premises (all inclusive), and as applicable and relevant herein, the Vendor shall furnish to CADL a Certificate of Insurance which specifically names CADL as a named insured under the policy.

### 3.8.5 Special Conditions

No smoking is permitted in any of the Capital Area District Libraries. The Vendor will be required to work around all of the conditions listed above as well as working with the CADL staff to minimize disruptions to normal library activities.

### 3.8.6 Choice of Law

This agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of Michigan. The parties hereto irrevocably agree that any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Michigan in the County of Ingham or of the US District Court - Western Michigan. By the execution and delivery of this Agreement, the parties hereto irrevocably submit to the jurisdiction and venue of such courts.

## 4 SELECTION PROCEDURES

All proposals shall be evaluated by CADL in accordance with the criteria and procedures identified herein.

#### 4.1 Further Negotiation

CADL reserves the right in its sole discretion to make a selection on the proposal or to further negotiate with one or more of the respondents without limiting any of its rights described in any section of the RFP.

#### 4.2 Clarification

CADL may at its discretion and at no fee to CADL, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

#### 4.3 Award Without Further Discussion

CADL reserves the right to award work without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor can propose.

#### 4.4 Right to Accept or Reject All or Part

CADL also reserves the right to waive formalities and to accept or reject any and all or part of any and all proposals.

#### 4.5 Price is Not Sole Factor

Although price is of prime consideration, it is not the sole determining factor. CADL reserves the right to award the contract to the most responsible bidder or the bidder offering the best value, not necessarily the lowest price.

#### 4.6 Criteria

The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, conformity to specifications, terms of payment, terms of delivery, other costs, and other objective and accountable factors which are reasonable.

### 5 PROPOSAL TERMS AND CONDITIONS

#### 5.1 No Financial Obligations

This RFP is only an invitation to submit proposals and does not commit CADL in any way to enter into contract agreement. In addition, the issuance of the RFP does not obligate CADL to pay any costs whatsoever incurred by a respondent in connection with this RFP, including without limitation (a) the preparation and presentation of a proposal, (b) any supplements or modification of the RFP or (c) negotiations with CADL or any other party arising out of or relating to the RFP or subject matter of the RFP.

#### 5.2 Amendments to RFP Process

CADL expressly reserves the right at any time, from time to time or its own convenience, in CADL's sole discretion, to do any or all of the following:

- a. Waive or correct any immaterial defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
- b. Reject any and all proposals, without indicating any reason for such rejection.
- c. Request that certain or all responders to the RFP supplement or modify all or certain aspects of the information or proposals submitted.
- d. Reissue a Request for Proposals.

- e. Procure service by any other means.
- f. Modify the selection procedure, the scope of the proposed project or the required responses.
- g. Extend deadlines for accepting responses, request amendments to responses after expiration of deadlines, or negotiated final agreement, and
- h. Negotiate with any, all or none of the respondents to the RFP.

### **5.3 No Kickbacks or Bribes**

By submitting a proposal, the respondent certifies to CADL that the respondent has not paid nor agreed to pay and will not pay any fee or commission, or any other thing of value contingent on the award contract to any CADL employee or official, or to any contracting consultant hired by CADL for purposes of the project.

### **5.4 Board Approval**

The Contract agreement may require the approval of the Library Board in their sole and absolute discretion. As part of the approval process, the successful respondent may be required, at its sole expense, to prepare and provide documents or exhibits and make presentations associated with the contract as required by such bodies prior to the execution of the contract.

### **5.5 Firm Offer**

All aspects of a proposal must be firm through July 2025.