

Daviess County Public Library 2020 Frederica Street, Owensboro, KY 42301

Request for Proposal for a LAN and WLAN Solution

Closing Date: October 11th, 2013 Closing Time: 4:00 P.M. CST

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1 Statement of Work

1.1 Overview

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply a local area network (LAN) and wireless local area network (WLAN) solution to the Daviess County Public Library (DCPL). The RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the system.

2 Background

2.1 Overview

Vendors offering services to the Daviess County Public Library (DCPL) must understand its current network environment and unique networking needs in order to create a successful proposal.

2.2 The Organization

The DCPL is a single-branch public library located at 2020 Frederica Street, Owensboro, KY 42301. The DCPL serves a population of approximately 92,000. Of this population, approximately 77,000 are cardholders, and 23,000 are active patrons of the DCPL. The DCPL employs 42 full-time employees and 13 part-time employees. The DCPL has a full-time Technology Manager and a full-time Information Technology (IT) Assistant.

To help fulfill the DCPL's mission to promote life-long learning, the DCPL provides free wireless Internet access to all non-cardholding guests, patrons, and staff. The DCPL also provides patron access to approximately 45 wired, Internet-connected desktops.

The DCPL's hours of operation are:

9:00 A.M. to 9:00 P.M. central standard time (CST) on Monday - Thursday

9:00 A.M. to 8:00 P.M. CST on Friday

9:00 A.M. to 6:00 P.M. CST on Saturday

1:00 P.M. to 5:00 P.M. CST on Sunday

The DCPL's building is a 3-story, steel frame structure with a sandstone veneer and large building-height windows in the public areas. The entryway spans two stories, and the ceiling heights range from 10 to 16 feet. Built in 2007, it has approximately 50,000 square feet of floor space.

2.3 Reason for RFP

Currently, the DCPL uses 10/100 Megabytes per second (Mbps) Fast Ethernet switches and an 802.11g WLAN with 7 access points (AP's). Wireless coverage is inconsistent throughout the building. No secure WLAN exists for staff or patrons. The peak number of simultaneous wireless connections is over 100 and increasing. No support contracts exist for the aging equipment, and the option to purchase support contracts will expire soon. Multiple configuration tools make managing the entire network a time-consuming, complicated task. Staff and patron reliance on server-based and Internet-based applications has greatly increased since this equipment was purchased, and slow LAN and WLAN performance have negatively impacted daily operations. The DCPL also

has limited floor space. In an effort to repurpose floor space dedicated to wired patron desktop computers, the DCPL is replacing many desktops with wireless laptops. As the migration to mobile computing occurs, a reliable, fast WLAN is becoming a necessity. DCPL recently upgraded its Internet connection from 8 Mbps to 50 Mbps in an effort to boost Internet performance. Now the DCPL seeks to replace LAN and WLAN equipment to enhance internal network performance. A successful solution proposal will meet the following objectives:

- Enhance speed and reliability of LAN and WLAN for guests, patrons, and staff
- Expand WLAN coverage throughout the DPCL building and outdoor guest areas
- Reduce overall LAN and WLAN support and administration costs.
- Improve network security using both international standards and proprietary technologies.
- Integrate with existing technologies used by the DCPL

2.4 Existing Network Environment

The following is a listing of the current DCPL LAN and WLAN equipment by location and network configuration:

2.4.1 First Floor

In network closet, heretofore referred to as an independent distribution frame (IDF)

- 4 x Cisco Catalyst WS-C2950T-24
- 1 x Cisco Catalyst WS-C2950-24
- 1 x 19" 2 post rack with approximately 14 units (U's) of available space (after removable of existing equipment)
- 1 x APC 450 Smart-UPS SC (to remain if adequate)
- 4 x power over Ethernet (PoE) injectors for AP's
- Internet Service Provider (ISP) connection via Ethernet
- Approximately 180 Ethernet patch panel ports
- Approximately 115 active Ethernet connections

4 Bluesocket BSAP-1540 AP's mounted on ceiling throughout public area

2.4.2 Second Floor

In IDF

- 4 x Cisco Catalyst WS-C2950T-24
- 1 x Cisco Catalyst WS-C2960-24TT
- 1 x 19" 2 post rack with approximately 28U available (after removable of existing equipment)
- 1 x APC 450 Smart-UPS SC (to remain if adequate)
- 3 x power over Ethernet (PoE) injectors for AP's
- Approximately 144 Ethernet patch panel ports
- Approximately 82 active Ethernet connections

3 Bluesocket BSAP-1540 AP's mounted on ceiling throughout public area

2.4.3 Third Floor

In server room, heretofore referred to as the main distribution frame (MDF)

- 1 x Fortigate 400A (firewall and filtering appliance with yearly subscription; will remain in place unless adequate alternative is provided)
- 1 x Cisco Catalyst WS-C3560-24TS
- 1 x Cisco Catalyst WS-C2950T-24
- 1 x Cisco Catalyst WS-C2950-24
- 1 x Bluesocket BSC-1100 WLAN Controller
- 1 x 19" 2 post rack with approximately 21U available (after removable of existing equipment)
- 1 x HP R3000XR UPS (to remain if adequate)
- 1 x power over Ethernet (PoE) injectors for AP
- Approximately 96 Ethernet patch panel ports
- Approximately 98 active Ethernet connections (including directly-connected devices)

1 Bluesocket BSAP-1500 AP in Board Room

2.4.4 Connections Between IDF's and MDF

Category (Cat) 5 Ethernet connections exist between IDF's and MDF.

2.4.5 Connections Between IDF's and MDF

Location of IDF's and MDF are denoted on Attachments C-E, the DCPL building floor plans.

2.4.6 Network Configuration

The following is the existing DCPL network configuration:

- The network is divided into the following Virtual LAN's (VLAN's)
 - VLAN 1 is for all wireless connections
 - VLAN 2 is for the ISP connection
 - o VLAN 3 is unused
 - o VLAN 4 is for network management
 - o VLAN 5 is for public personal computers (PC's), thin clients, and servers
 - VLAN 6 is for staff PC's and servers
- Internet protocol (IP) address for each public computer is statically configured by its machine access control (MAC) address in the Cisco WS-C3560-24TS.
- IP addresses for staff workstations are dynamically assigned by a Microsoft Windows DNS server
- IP addresses for wireless devices are assigned dynamically by the Bluesocket BSC-1100
- WLAN has one service set identification (SSID) for all users called "dcplibrary"
- Most staff wireless devices use MAC authentication, while all other wireless devices are routed to a captive portal that requires an email address
- All Internet traffic is filtered by IP Address ranges for children, teens, and adults in the Fortigate 400A
- Public computer areas exist, with appropriately assigned IP addresses, for children, teens, and adults
- All wireless traffic and staff PC's are filtered by IP range at the adult level
- The DCPL uses Envisionware PC Reservation to assign computers to patrons
- PC Reservation communicates to the Polaris integrated library system (ILS) using standard interchange protocol version 2 (SIP2) to check a patron's card status before assigning a PC.
- Public PC's print to network printers controlled by Envisionware LPT:One

3 Scope of Work

3.1 Overview

The DCPL is seeking a vendor with the capability to install, configure, and support and maintain an upgraded replacement solution for the existing LAN and WLAN equipment. The vendor must also provide training for routine maintenance and operation of equipment to a minimum of 2 DCPL IT staff.

3.2 Requirements

Proposals must meet the following minimum requirements:

- All components must be factory new, not reconditioned or refurbished. All components must be an available commodity and supported by the vendor.
- All components must be from the same manufacturer, or partnered manufacturers.
- All components must provide full management capabilities from a single web portal, or an equivalent software package.
- Must provide administrator and user account management for web portal and/or software package
- All expenses must be tax-exempt. The DCPL is exempt from Federal excise, transportation, and/or Kentucky sales tax. Tax exemption information shall be provided by the DCPL upon acceptance of proposal.
- The DCPL shall incur no additional expenses for freight, shipping, or labor.
 Proposals must be inclusive of all expenses.
- Training shall be provided for a minimum of 2 DCPL IT staff for operations and management of equipment. On-site, online, or off-site training shall be provided for a minimum of 2 business days.
- Advanced product support, warranty, and replacement shall be provided for a minimum of 5 years after installation.
- Must provide all installation and configuration of all proposed equipment components and necessary cabling
- Must fit into the available rack space as described in Section 2.4
- Must integrate with the Fortigate 400A or offer an adequate substitute
- Must integrate with existing patch panels as described in Section 2.4
- Must integrate with existing UPS's as described in Section 2.4, or provide an adequate substitute
- Any required secure socket layer (SSL) certificates must be verified as trusted by a certificate authority (CA).
- All cabling must be installed in existing conduit if applicable
- All cabling must be supported

- No cables shall lay directly on ceiling tiles
- No cables shall come in contact with lights, electrical fixtures, or any other objects that may cause interference
- Cables may be attached to ceiling grid supports if necessary

3.2.1 LAN Requirements

- Must provide a theoretical minimum 10/100/1000 Mbps LAN data transfer speed to all active Ethernet ports as described in Section 2.4, including any additional ports for AP's
- Must provide extra Ethernet ports, for expansion, in the IDF's and MDF as described in Section 2.4
- Must provide Cat 6 Ethernet patch cables for all Ethernet switch ports
- Must provide replication of VLAN structure as described in the section as described in Section 2.4 or offer an adequate substitute
- Must provide fiber optic connections between IDF's and MDF, or an adequate substitute
- Must provide for a theoretical minimum data transfer speed of 10 Gigabytes per second (Gbps) between IDF's and MDF
- Must provide 802.11at (PoE+) on all Ethernet ports
- Must provide capability to configure individual ports for different VLAN's
- Must provide a scalable solution to meet future needs

3.2.2 WLAN Requirements

- Must provide a theoretical minimum data transfer speed of 300 Mbps (e.g. WLAN must meet or exceed the 802.11n standard)
- AP's must be dual-band and dual-antenna or better
- AP's must support multiple-input and multiple-output (MIMO) technology, or an equivalent smart antenna technology
- Must provide individual WLAN SSID's for staff, patrons, and guests
- Must provide strong wireless signal strength throughout the entire DCPL building for staff, patrons, and guests (refer to the DCPL building floor plan in Attachments C-E)
- Must provide uninterrupted wireless connectivity for any staff, patrons, and guests moving throughout the entire DCPL building (refer to the DCPL building floor plan in Attachments C-E)
- Must provide at least one outdoor AP for the outdoor area called the Reading Garden (or an acceptable substitute to provide wireless access to the Reading Garden)
- Must provide seamless integration of WLAN SSID with VLAN counterparts on the LAN (e.g. staff must be able to access staff VLAN via the staff WLAN SSID)
- Must provide WLAN MAC address authentication capability
- Must provide one-click or no-click unsecure WLAN authentication for guests (i.e. Upon accessing the WLAN, guests should be redirected to a captive portal with and acceptable use policy and an "Agree" button. This page should be customizable to include graphics, text, and alternate authentication methods.)

- Must provide SIP2 authentication via the ILS for patrons, or an acceptable alternative (i.e. Patrons should be able to enter their library card numbers to gain advanced wireless capabilities such as printing. Wireless printing capabilities are not within the scope of this proposal.)
- Must provide Microsoft Active Directory (AD) authentication via the AD domain controller for staff, or an acceptable alternative (i.e. staff should be able to log in with their existing AD accounts.)
- Must be able to support a minimum of 200 simultaneous connections
- Must provide Cat 6 cable drops for all AP's
- Must provide patch panel for additional ports for AP's
- Must provide a scalable solution to meet future needs

4 Proposal Guidelines

4.1 Overview

The vendor shall review and adhere to all proposal guidelines as listed in this section. Failure to do so shall result in immediate disqualification of proposal without vendor notification.

4.2 Proposal Requirements

Proposals must contain the following information:

4.2.1 Vendor Information

Proposals must contain the following vendor information:

- Vendor's company name, street address, mailing address, phone number, and uniform resource locator (URL) of company website
- Vendor single point of contact's (SPOC's) name, title, office phone number, company mobile phone number, and email address.
- Vendor's Service Provider Identification Number (SPIN).

4.2.2 Subcontractor Information

If vendor employs subcontractors to provide any or all services, the proposal must contain the following information each subcontractor:

- Subcontractor's company name, street address, mailing address, phone number, and URL of company website
- Subcontractor SPOC's name, title, office phone number, company mobile phone number, and email address

4.2.3 References

Proposals must contain a minimum of 3 references for similar projects completed within the past 3 years. Library or school district references preferred. References must contain the following information:

- Reference's company name, street address, mailing address, phone number, and URL of reference website
- Reference's SPOC's name, title, phone number, and email address.
- Scope of project
- Project completion date
- Any service rendered after project completion date in relation to the initial project

4.2.4 Proposed Solution

4.2.4.1 Project Description

Proposals must contain description of the vendor's solution in paragraph format. The proposal may also contain figures or attachments to illustrate description.

4.2.4.2 Project Outline

Proposals must contain an itemized outline of solution referencing each requirement as listed in the Section 3.2. This outline shall describe how the vendor's solution will meet or exceed the needs of the DCPL as established in the Scope of Work.

4.2.4.3 Equipment Descriptions

Proposals must contain an itemized list of unique equipment components and a description of each component's role in accomplishing the proposal objectives. Specifications of each unique equipment component, or a URL to such specifications, must be included.

4.2.4.4 Management Web Portal and/or Software Description(s)

Proposals must contain a brief description of the management web portal and/or software package to be provided by the vendor.

4.2.4.5 AP Placement Map

Proposals must contain a theoretical map of AP placement for each of the 3 floors overlaid on the DCPL building floor plans in the Attachments C-E.

4.2.4.6 WLAN Coverage Heat Map

Proposals must contain a theoretical heat map to indicate WLAN coverage in received signal strength indication (RSSI) for each of the 3 floors overlaid on the DCPL building floor plans in Attachments C-E.

4.2.4.7 WLAN Data Rate Heat Map

Proposals must contain a theoretical heat map to indicate WLAN data transfer rates in Mbps for each of the 3 floors overlaid on the DCPL building floor plans in Attachments C-E.

4.2.4.8 Project Phase Descriptions

Proposals must include a detailed description of how each phase of the project is to be completed by the vendor or the vendor's subcontractors.

4.2.4.9 Project Start Dates

Proposals must contain the first available date for the vendor to start the project and at least one alternate start date.

4.2.4.10 Project Timeline

Proposals must contain a theoretical project timeline. Daily start and stop times may fall outside of the hours of operation as listed in Section 2.2 if necessary. Project timelines must include the following:

- Daily start and stop times for vendor or subcontractor employees
- Number of days to complete each phase of the project
- Number of hours or days of network downtime
- Daily start and stop times for IT staff training
- Number of hours or days of IT staff training
- Travel information if required for IT staff training

4.2.4.11 The DCPL's Responsibilities in Completing Project

If applicable, proposals must contain details of any project tasks to be completed by the DCPL's employees.

4.2.4.12 Project Expenses

Proposals must contain an itemized list of all project expenses. The DCPL shall incur no additional expenses due to vendor omission, error, or misunderstanding after October 4^{th} , 2013 at 4:00 P.M. CST. The itemized list must contain all applicable expenses including the following:

- Name, description, part number, and cost of each equipment component
- Description, length, and cost of warranty option(s) for each or any equipment component
- Reoccurring maintenance fees for each or any equipment component
- Reoccurring subscription fees for each or any equipment component
- Labor
- Management web portal and/or software
- Reoccurring maintenance fees for management web portal and/or software
- Reoccurring subscription fees for management web portal and/or software
- Training
- Software or equipment upgrade or expansion privileges
- Trade-in value for existing equipment if applicable
- Travel expenses if applicable
- Any other expenses

4.2.4.13 Statement Required Pursuant To KRS45A.395

Proposals must contain copy of the "Statement Required Pursuant To KRS45A.395", as found in Attachment A and referenced in Section 6.8, completed by the vendor.

4.2.4.14 Vendor's Statement Pursuant To KRS45A.343

Proposals must contain copy of the "Vendor's Statement Pursuant To KRS45A.343", as found in Attachment B and referenced in Section 6.8, completed by the vendor.

4.2.5 Proof of Insurance (Optional)

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the proof of insurance as described in the Section 6.7. Proof of insurance may be submitted with the proposal.

4.3 Schedule of events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

Issuance of RFP
Technical Questions/Inquiries Due
RFP Closes
Complete Initial Evaluation
Final Award Notification

September 20th, 2013 at 9:00 A.M. CST October 4th, 2013 at 4:00 P.M. CST October 11th, 2013 at 4:00 P.M. CST October 18th, 2013 at 4:00 P.M. CST October 21st, 2013 at 2:00 P.M. CST

4.4 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the DCPL as necessary to gain such understanding. The DCPL reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the DCPL reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the DCPL.

4.5 Good Faith Statement

All information provided by the DCPL in this RFP is offered in good faith. Individual items are subject to change at any time. The DCPL makes no certification that any item is without error. The DCPL is not responsible or liable for any use of the information or for any claims asserted there from.

4.6 Communication

4.6.1 Verbal Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

4.6.2 Vendors' Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between the DCPL and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Brian Lashbrook, Technology Manager Daviess County Public Library 2020 Frederica Street Owensboro, KY 42301

Telephone: (270) 684-0211 x262

E-mail: blashbrook@dcplibrary.org

4.6.3 Informal Communications

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any DCPL employee or representative of any kind or capacity with the exception of Brian Lashbrook for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the named above at any time.

4.6.4 Formal Communications

Formal Communications shall include, but are not limited to:

Questions concerning this RFP must be submitted in writing and be received prior to October 4th, 2013 at 4:00 P.M. CST

Vendors shall recommend to the DCPL any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to the DCPL any enhancements, which might be in the DCPL's best interests. These must be submitted in writing and be received prior to September 27th, 2013 at 4:00 P.M. CST.

Inquiries about technical interpretations must be submitted in writing and be received prior to October 4th, 2013 at 4:00 P.M. CST. Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.

4.6.5 Omissions

If requested information is not available, not applicable, or non-existent, the vendor shall briefly describe the reason for omission in lieu of the omitted information. If the vendor omits requested information without giving reason, the DCPL reserves the right to reject the proposal without vendor notification.

4.6.6 Errors

Any claim by the vendor of error in vendor's proposal must be made in writing before October 11th, 2013 at 4:00 P.M. CST, or the claim shall be deemed waived. The vendor shall submit a corrected proposal with a brief explanation of the correction(s).

4.6.7 Withdrawal

Any vendor may withdraw the vendor's proposal at any time before October 11th, 2013 at 4:00 P.M. CST, by written request. Having done so, the vendor shall not be permitted to resubmit a proposal. All proposals received by the DCPL shall remain subject to acceptance, without change after October 11th, 2013 at 4:00 P.M. CST, for a period of 90 calendar days.

4.6.8 Site Surveys

Vendors may request an informal site survey of the DCPL building, including the IDF's and the MDF. A vendor may request an appointment for a site survey using the contact information listed above. Site surveys must be scheduled to occur before October 4th, 2013 at 4:00 P.M. CST. A site survey is not required and will not impact the evaluation of a vendor's proposal.

4.6.9 Addenda

The DCPL will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within 2 business days. All questions, answers, and addenda will be shared with all recipients.

The DCPL will not respond to any questions or requests for clarification that require addenda, if received by the DCPL after October 4th, 2013 at 4:00 P.M. CST.

All addenda will be posted to our Web site:

http://www.dcplibrary.org/lan-and-wlan-rfp

and in the DCPL Administrative Office. The DCPL Administrative Office hours are 9:00 A.M. CST to 5:00 P.M. CST, Mondays through Fridays.

4.7 Proposal Submission

Proposals must be delivered sealed to:

Brian Lashbrook, Technology Manager Daviess County Public Library 2020 Frederica Street Owensboro, KY 42301

or delivered via email to

blashbrook@dcplibrary.org

on or prior to October 11th, 2013 at 4:00 P.M. CST.

The DCPL shall not accept proposals received by fax. Confirmation of emailed proposal shall only be given upon request. The DCPL shall not accept responsibility for undelivered email proposals.

4.8 Criteria for Selection

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply the DCPL with a LAN and WLAN solution identified in the Scope of Work.

4.8.1 Evaluation Criteria:

- Price of goods and services
- Ability to deliver solution that meets or exceeds requirements as outlined in the RFP
- Service history and reputation of vendor
- Vendor's responsiveness and willingness to work with the DCPL
- Ability of vendor to offer a turn-key solution
- Ability of vendor to maintain and support solution for a minimum of five years

4.9 Selection and Notification

Vendors determined by the DCPL who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail or email. Those vendors not selected for the negotiation phase will not be notified.

4.10 Kentucky Open Records Law

At the time a proposal is submitted to the DCPL, the vendor shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The DCPL will

protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

4.11 Right To Terminate Contract

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall retain the following rights:

In the event that any of the provisions of the contract are violated by the contractor, or by any of his subcontractors, the DCPL may serve written notice upon the contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 30 days after the serving of such notice upon the contract, such violation or delay shall cease and satisfactory arrangements of correction be made, the contract shall upon the expiration of said 30th day, cease and terminate. In the event of such termination, the DCPL shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the DCPL may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the subcontractor and his surety shall be liable to the DCPL for any excess cost occasioned by the DCPL thereby, and in such event the DCPL may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The DCPL may terminate this contract at any time by giving at least 30 days notice in writing to the contractor. If the contract is terminated by the DCPL as provided herein, the contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the contractor, the above paragraph relative to termination shall apply.

6 Vendor Qualifications

6.1 Overview

Vendors must meet the qualifications described in this section and must be willing to adhere to all of the following guidelines in the event the vendor's proposal is selected and the vendor enters into a contract with the DCPL.

6.2 Qualifications

Vendors must meet the following minimum required qualifications:

- Vendors must have been in operation for at least 3 years prior.
- Vendors must have completed 3 similar projects within the past three years and be able to provide references for said projects.
- Vendors must be partnered with the manufacturer of proposed equipment components.
- Vendors must have sufficient funds to cover all possible expenses incurred prior to completion of contracted work, less any required down payment by said contract.
- Vendors must have sufficient funds to cover all bonds required by said contract.
- Vendors must have sufficient funds to reimburse the DCPL in the event of the vendor's failure to perform or any damages incurred by the DCPL for which the vendor is determined to be responsible.

6.3 Failure To Perform

Any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from participating in and/or bidding on any DCPL RFP and/or bid for a period of up to 5 years.

Should the contractor fail to perform as indicated herein the DCPL reserves the right to procure the required services or products elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the DCPL.

6.4 Safety

The vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the DCPL, and may be required to provide safety equipment. If, in the opinion of the DCPL, safety precautions are not in existence, work will cease immediately until

corrective action is taken. Work will begin again only when the vendor demonstrates to the satisfaction of the DCPL that conditions are without risk.

6.5 Performance Bonds

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the following:

The contractor will be required to furnish a 100% performance bond. Bond shall be furnished within 10 working days after receipt of award notification.

Should the contractor fail to perform as indicated herein the DCPL reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the DCPL. In addition, should the contractor fail to perform as indicated herein the performance bond may be forfeited in part or its entirety.

6.6 Payment Bond

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the following:

The contractor will be required to furnish a payment bond in an amount equal to 100% of the contract amount to assure payment as required by any or all persons supplying labor and material in the execution of the work provided herein.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

6.7 Insurance Requirements

The successful vendor covenants and agrees to maintain and keep in force during the term of the contract and subcontract worker's compensation, property, casualty, and general liability in the following minimum amounts:

Type of Insurance Limits

Worker's Compensation Statutory

Commercial General Liability \$1,000,000/\$1,000,000 CSL

Commercial Automobile Liability \$1,000,000

On all general and automobile liability policies of insurance contractor shall have the DCPL named as an additional insured, and shall further require that their liability carrier(s) notify the DCPL at least 30 days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of vendor's insurance certificate providing proof of insurance as stated above must be on file in the DCPL prior to contract award. Submission of insurance certificate copy may be included with the proposal package or after proposal award.

6.8 Conflicts of Interest

All vendors are responsible for complying with the following "KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information":

"It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

He, or any member of his immediate family has a financial interest therein; or a business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendations, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in concoction with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of another person."

For further information on the conflict of interest statutes, see the "Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards" at KRS 45A.460, and "Definitions for Terms Used in KRS 45A.445 to 45A.460" at KRS 45A.445.

STATEMENT REQUIRED PURSUANT TO KRS45A.395

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and a of penalty of perjury that neither he (s anyone acting on behalf of Bidder of the campaign finance laws of the of a contract to the Bidder or Offerd finance laws of the Commonwealth to a circumstance described by a stor should have been aware that his circumstance exists.	(bidder or offeror) she), nor, to the best of his (her) or Offeror, has knowingly violated Commonwealth of Kentucky and or will not violate any provision of "Knowingly" means, with respectatute defining an offense, that a particle	states under knowledge, d any provision d that the award of the campaign ct to conduct or person is aware
This day of	, 2013.	
(Signature)		
(Typed or printed name)		

VENDOR'S STATEMENT PURSUANT TO KRS45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460— Effect of adoption – Contracts required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance. (KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes; KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 – Unemployment; KRS 342 – Workers Comp.)

KRS 337 – Wage and hour; KR Unemployment; KRS 342 – Wo		y; KRS 341 –
The undersigned, as a duly aut to KRS45A.343 states;	thorized officer of	pursuant
1. To the best of my knowled, not been finally determined to 136, 139, 141, 337, 338, 341, opreceding this statement.	have violated any of the p	rovisions of KRS Chapters
2	visions of KRS Chapters 136 e duration of the Contract t	6, 139, 141, 337, 338, 341,
3. final determination of violatio 342, or to comply with the app the aforesaid Contract, such sl Owensboro, Kentucky to:	n of KRS Chapters 136, 139 plicable provisions of those	9, 141, 337, 338, 341, or e statutes for the duration of
a. Cancel its contract wi	ith	, and
b. Disqualify future contracts awarded by t Kentucky, for a period of two y	•	
This theday of	, 2013.	
(Company Name)		
By:	-	
Title:	_	

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