



**REQUEST FOR PROPOSAL**

for

**WAN Data and Internet Services Expansion**

**Deschutes Public Library**

**CLOSING DEADLINE: By 4 PM, Tuesday, November 1, 2022**

**PLACE: Deschutes Public Library  
Administrative Offices  
507 NW Wall St.  
Bend, OR 97703**

**SCHEDULE**

The RFP will proceed in three phases:

Phase 1: Written Proposals

Phase 2: Product/Service Presentations

Phase 3: Negotiation & Award

Timeline dates:

|                                         |                                |
|-----------------------------------------|--------------------------------|
| RFP Advertised                          | Tuesday, October 18, 2022      |
| RFP Released:                           | Tuesday, October 25, 2022      |
| Proposals due:                          | By 4 pm, November 1, 2022      |
| Completion of proposals review:         | By 4 pm, November 4, 2022      |
| Product demonstrations:                 | Between November 7 and 8, 2022 |
| Negotiation and award:                  | By 4 PM, November 11, 2022     |
| Implementation completed (if necessary) | Nov 2022/Jan 2023 (tentative)  |

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## **SECTION 1: Notice**

### **1.1**

#### **REQUEST FOR PROPOSALS (“RFP”) WAN Data and Internet Services Expansion**

Deschutes Public Library District (hereinafter referred to as “DPL”) is requesting proposals for the expansion of both its Wide Area Network (hereinafter referred to as “WAN”) infrastructure and Internet access services to meet ever-growing business demands. Areas of consideration include, but are not limited to provider’s network resiliency, route redundancy, future expansion capabilities, localized/regional technical support and overall affordability. DPL will accept responses until no later than a closing of 4 PM, Tuesday, November 1, 2022, at the Deschutes Public Library, 507 NW Wall St., Bend, OR 97703 and may ultimately result in an exclusive contract to meet DPL’s needs.

DPL is headquartered in Bend, Oregon and serves a population of nearly 200,000 residents in Deschutes County. Customers have free and open access to library resources from anywhere they choose; whether that be in one of our 6 library locations, at school or at home. Those services include physical material pickup and delivery, eBooks downloads, audio books, children and adult programming, subscription-based data resources and professional reference assistance. This RFP is intended for solicitation of competitive proposals for a contract to expand existing WAN and Internet services to support a scalable solution for our current demands and future needs.

This RFP, including contract terms, conditions and specifications, may be obtained in physical form from Mark Hovey at markh@deschuteslibrary.org and shall be available for review at the above address beginning Tuesday, October 18, 2022 until Tuesday, October 25, 2022, during the hours of 8 AM to 4 PM. Sealed proposals can be hand delivered or physically mailed to Mark Hovey at the above address. No faxed or emailed proposals will be accepted. No proposals will be received after closing date of 4 pm, November 1, 2022.

Proposals will be opened directly after Tuesday, November 1, 2022 after 4 pm. Per DPL Rule 137-047-0300(3)(d), no prequalification for proposers is required. Selection committee members may not be contacted or solicited. All materials and this listing required for this RFP can be downloaded from <https://deschuteslibrary.org/about/news/>.

**PUBLISH: Tuesday, October 18, 2022, “The Bulletin”**

Dated this October 14, 2022

DESCHUTES PUBLIC LIBRARY, BEND OREGON  
Todd Dunkelberg, Library Director

## **1.2 Detailed Scope of work**

The Deschutes Public Library District is seeking to expand its existing WAN Data Services infrastructure and Internet connectivity to all current DPL facilities. The desired solution would, at a minimum, support WAN and Internet bandwidths in each of the following locations:

| <i>Branch</i> | <i>Service</i> | <i>Address / Demarcation point</i>          | <i>Desired BW</i> |
|---------------|----------------|---------------------------------------------|-------------------|
| Downtown Bend | WAN            | 601 NW Wall St, Bend, OR 97703              | 500Mbps           |
| Downtown Bend | Internet       | 601 NW Wall St, Bend, OR 97703              | 2Gbps             |
| East Bend     | WAN            | 62080 Dean Swift Rd, Bend, OR 97701         | 500Mbps           |
| La Pine       | WAN            | 16425 1 <sup>st</sup> St. La Pine, OR 97739 | 500Mbps           |
| Redmond       | WAN            | 827 Deschutes Ave., Redmond, OR 97756       | 500Mbps           |
| Sisters       | WAN            | 110 N. Cedar St., Sisters, OR 97759         | 500Mbps           |
| Sunriver      | WAN            | 56855 Venture Lane, Sunriver, OR 97707      | 500Mbps           |

This solution must include physical fiber optic builds in the above 6 sites, implementing EVPL (Ethernet Virtual Private Line) technology to interconnect all sites through the proposers MPLS Private Core network. Internal routing/and switching logic should support a broad variety of Layer 2/3 protocols, allowing DPL networking staff robust traffic and security controls of its content within each CE-VLAN (Customer Edge VLAN). Likewise, proposers must support DPL's external routing configuration which is based on an existing Class C address scheme and Internet network configuration.

Proposers should be able to demonstrate overall performance of their network, average uptime for existing customers, BGP neighbor counts and levels of redundancy/resiliency to the Internet, simply as a measure of reliability.

Service and support must be at a very high level. Local physical and regional technical support for our Central Oregon community is a must. Proposers should be able to demonstrate and discuss their service and support philosophy, with examples of successful support scenarios they have been involved in. Examples of Service Level Agreements (SLA) will be significant factor in the evaluation process.

Optionally beneficial, proposers can address the service expansion capabilities of their organization and how any expansion is planned, funded and implemented. Understanding the proposer's business focus and strategies would also be a plus in the DPL decision-making process.

DPL is experiencing a significant level of expansion and change that dictates our service providers are flexible to change as well. Proposers should be able to support logical and physical site expansions, possible new site builds and short term temporary site services.

A tentative build timeline, build costs, reoccurring costs, a brief project plan, basic site diagram and term(s) of contract should accompany all proposals.

## **SECTION 2 - INSTRUCTIONS TO PROPOSERS**

### **2.1 GENERAL**

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their proposals will be regular, complete and acceptable.

### **2.2 PROPOSALS**

All proposals shall be legibly written in ink or typed and must comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals shall be signed in ink in the blank spaces provided herein (Section 4). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the proposer.

### **2.3 SUBMISSION OF PROPOSALS**

Five (5) copies of proposals must be submitted (one marked as original) in sealed envelopes marked "CONFIDENTIAL: WAN Data and Internet Expansion" bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Mark Hovey, IT Manager, Administrative Office, Deschutes Public Library, 507 NW Wall St., Bend, OR 97703.

Faxed or emailed proposals shall be rejected as non-responsive.

### **2.4 RECEIPT AND OPENING OF PROPOSALS**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the DPL for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

### **2.5 WITHDRAWAL OF PROPOSALS**

Any proposals may be withdrawn prior to opening, pursuant to DPL Rule 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal.

## **2.6 MODIFICATION**

Any proposer may modify its proposal per DPL Rule 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

## **2.7 ACCEPTANCE OR REJECTION OF PROPOSALS**

Any evidence of collusion between proposers may constitute cause for rejection of any proposals so affected. In the award of the contract, DPL will award the contract to the proposer whose proposal is deemed best for the public good. DPL reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

## **2.8 ADDENDA AND INTERPRETATIONS**

Statements by DPL staff or its representatives are not binding on DPL, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per DPL Rule 137-047-0430 and as follows: DPL will not mail notice of addenda, but will publish notice of any addenda on DPL's website. Addenda may be downloaded off DPL's website. Proposers should frequently check the DPL's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of closing).

Requests for interpretations shall be submitted in writing and addressed to Mark Hovey, IT Manager, in the same manner as solicitation protests per DPL Rule 137-047-0730. To be given consideration, such requests must be received at least **SEVEN (7)** days prior to the date set for the opening of proposals. Any and all such interpretations will be posted with addenda on the DPL's website, as above. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents as if bound herein.

## **2.9 NONDISCRIMINATION**

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

## **2.10 FAILURE TO SUBMIT OFFER**

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

## **2.11 PREPARATION OF OFFERS**

Proposers are expected to examine the specifications, schedules and all instructions. DPL is not liable for costs associated with preparation of proposals in response to this RFP.

## **2.12 SPECIFICATIONS LIMITING COMPETITION**

Proposers may protest the procurement process or provisions of this RFP pursuant to DPL Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest; Integrated Library System" and addressed to:

Todd Dunkelberg, Director  
Deschutes Public Library  
507 NW Wall St.  
Bend, OR 97703

Such comments shall be submitted to DPL no later than **SEVEN (7)** days prior to the opening date. No comments will be accepted after that time.

## **2.13 EMPLOYEES NOT TO BENEFIT**

No employee or elected official of DPL shall be permitted to receive any share or part of this contract or any benefit that may arise there from.

## **2.14 DPL FURNISHED PROPERTY**

No material, labor or facilities will be furnished by DPL unless otherwise provided for in the RFP.

## **2.15 PROTEST OF AWARD**

The award of the Contract by DPL's Board of Directors shall constitute a final decision of DPL to award the contract if no written protest of the award is filed pursuant to DPL Rule 137-047-0740 with DPL within **SEVEN (7)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of DPL only upon issuance of a written decision denying the protest and affirming the award. DPL will not entertain a protest submitted after the time period established in this Section.

## **2.16 REIMBURSEMENT**

There is no express or implied obligation for DPL to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

## **2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT**

DPL grants to other Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and DPL resulting from this RFP.

## **OPTIONAL 2.18 PERFORMANCE BOND**

The successful proposer shall provide, within thirty (30) days after receiving the Notice of Award, a performance bond in an amount equal to 100% of the Contract amount and shall be dated concurrent to, or subsequent to, the date of the Contract.

## **OPTIONAL 2.19 PROPOSAL BOND**

Each proposal shall be accompanied by a proposal bond in the amount of five percent (5%) of the proposal price. The bond is to be furnished by the company who will build the equipment proposed. Proposal bonds by salespersons, agents of the manufacturer, or persons or entities other than the manufacturer, are not acceptable.

## **2.20 RESERVED RIGHTS**

DPL reserves the right:

- A. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all proposals upon DPL's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with DPL Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that DPL shall award the contract within 180 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in according with DPL Rule 137-047-0430(3).
- J. To negotiate additions or deletions to equipment and/or services.



- K. To include liquidated damages of \$150 per day for each day the equipment/or service is not delivered as set forth in the contract, barring circumstances beyond Contractor's control.

### **2.21 PRODUCT LIABILITY**

Proposer shall provide a product liability coverage minimum of *\$(insert requested liability amount here)*.

### **2.22 NO WAIVER OF LEGAL RIGHTS**

DPL shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. DPL shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract. Neither the acceptance by DPL, nor any representative of DPL, nor any payment for acceptance of the whole or any part of the work, on any extension of time, nor any possession taken by DPL, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

### **2.23 NEGOTIATION**

DPL may negotiate specification modifications and the contract price as permitted by DPL's public contracting rules.

## **SECTION 3 - SCOPE OF WORK**

### **3.1 KEY FUNCTIONALITY REQUIREMENTS**

Review the information in this section, answering all specific questions and also providing us with an overview of the capabilities and functionality within your company/product/service that relate to each area.

For each area, describe how your company and your products/services will help us achieve these goals.

### **3.2 GENERAL INFORMATION ABOUT DESCHUTES PUBLIC LIBRARY**

*Insert General information here that you feel will be necessary to give the bidder direction on responding to the RFP.*

### **3.3. SCOPE OF WORK**

*Insert as detailed a scope of work as you see fit. This is what the proposers will use to respond to us.*

### **3.3 COSTS**

*Inserts general guidelines on how we would want to see their cost structure laid out for the specifics of the opportunity we are advertising.*

### **3.18 CONFIDENTIALITY**

DPL will limit distribution of full proposals to the RFP Project Team, Library Director, and the Library Board. DPL may elect to share a written summary of proposals selected for further consideration with certain library staff. DPL will not agree to a more restrictive approach to confidentiality. However, if a proposal contains any information that is considered a trade secret under ORS 192.501(2), each section of such information must be marked as a "trade secret."

## **SECTION 4 - PROPOSER'S RESPONSE FORM**

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that proposer has examined all related proposal documents and read the instruction and conditions, and hereby proposes to respond in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By proposer's signature below, proposer hereby represents as follows:

(a) That no Director, officer, agent or employee of Deschutes Public Library District (DPL) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of DPL, its Directors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.
5. The proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.

6. Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer's resident state is \_\_\_\_\_.
7. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand on this \_\_\_ day of \_\_\_\_\_, 2017

Name of Firm

Signature of Proposer

Phone, email, and fax

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers on this \_\_\_ day of \_\_\_\_\_, 2017

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

Email and fax number

Additional Information:

1. Name, title, telephone, email, etc. for primary contacts for the proposal
2. Customer references

- a. Provide 3-5 references who can accurately reflect system performance and company support. References should include similar installations in the areas of size and transaction levels.
3. Is your company currently for sale or involved in any transactions to expand or to be acquired by another organization? If so, explain.
4. Has your company been involved in a merger, acquisition, or reorganization in the last five years? If so, describe.
5. Number of years in businesses related to the systems and services outlined in this RFP.
6. Company-wide annual sales volume.
7. Number of employees.
8. Key employees involved in implementing and sustaining the proposed solution.
9. Demonstrate expertise in supporting similar services.
10. What is your data privacy policy regarding administrative data?
11. Demonstrate your history as a trusted partner to libraries, museums, archives, or similar cultural institutions.
12. List of subcontractors (if any) and their expected role.
13. What sets your functionality apart from that of other vendors offering the same service?

# PROPOSAL CONTENTS AND FORMAT

## 4.1 INSTRUCTIONS

Proposers must submit a proposal using the Proposer's Response Form, above, and observe the following submission instructions:

- 4.1.1. Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 4.1.2. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to *(insert name and title of appropriate manager)*, Administrative Office, Deschutes Public Library, 507 NW Wall St., Bend, OR 97703.
- 4.1.3. **Five (5)** copies of the proposal are to be supplied. One set of signed originals shall be included and clearly identified as such.
- 4.1.4. DPL reserves the right to solicit additional information or proposal clarification from the proposers, or any one proposer, should DPL deem such information necessary.
- 4.1.5. All questions regarding the request for proposal process shall be directed, during regular business hours, to:

*Insert appropriate managers name and title*

*Insert phone number*

- 4.1.6. If a proposer is unable or unwilling to meet any DPL RFP requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.
- 4.1.7. This Request for Proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected proposer and DPL.
- 4.1.8. If a proposal is accepted and the contract is awarded, but the proposer fails or neglects to execute the contract or provide the required bond within ten (10) days after award, the proceeds of the proposal bond may be retained by DPL as liquidated damages for such failure or neglect. As the damages involved herein would be difficult to ascertain, the parties are setting the damages in this manner, both agreeing that the bond proceeds would represent DPL's actual damages and would not be assessed as a form of penalty.

**4.2 SUBMISSION**

**PROPOSAL RESPONSES ARE TO BE SUBMITTED IN A SEALED ENVELOPE: CLEARLY MARKED: “CONFIDENTIAL: INTEGRATED LIBRARY SYSTEM”.** The responses are to be delivered unopened to the DPL Administration, per instructions in this RFP.

**SECTION 5 - SELECTION CRITERIA AND AWARD**

**5.1 CRITERIA FOR EVALUATION**

The RFP Project Team will score written proposals in accordance with the following weighted criteria to determine which proposers will proceed for further consideration. The scores for the written proposals will be cumulated and used to inform the RFP Project Team’s recommendations to the Library Board which will make the final award. Scores in each service area will be determined by comparing proposer responses to the outcomes specified in the Scope of Work Section.

|                                                            | <b>Written Proposal</b>            | <b>Product Demo/Or Site Interviews</b> | <b>Total possible points</b> |
|------------------------------------------------------------|------------------------------------|----------------------------------------|------------------------------|
| <i>Insert Major Categories listed in the Scope of Work</i> | <i>Insert Points to be awarded</i> | <i>Insert Points to be awarded</i>     | <i>Total the Points</i>      |
| <i>Insert Major Categories listed in the Scope of Work</i> | <i>Insert Points to be awarded</i> | <i>Insert Points to be awarded</i>     | <i>Total the Points</i>      |
| <i>Insert Major Categories listed in the Scope of Work</i> | <i>Insert Points to be awarded</i> | <i>Insert Points to be awarded</i>     | <i>Total the Points</i>      |
| <i>Insert Major Categories listed in the Scope of Work</i> | <i>Insert Points to be awarded</i> | <i>Insert Points to be awarded</i>     | <i>Total the Points</i>      |
| <i>Insert Major Categories listed in the Scope of Work</i> | <i>Insert Points to be awarded</i> | <i>Insert Points to be awarded</i>     | <i>Total the Points</i>      |
|                                                            |                                    |                                        |                              |
| <b>Total</b>                                               |                                    |                                        |                              |

## **5.2 EXCEPTIONS**

Proposers shall identify any exceptions taken to this RFP by specific item number

## **5.3 PROPOSAL EVALUATION PROCESS:**

Only those proposals providing sufficient information for DPL to evaluate the criteria set forth in Section 5.1 will be deemed responsive. The RFP project team will rank responsive proposals and provide a recommendation to DPL Library Board. The Library Board may undertake negotiations as permitted by DPL Rule 137-047-0600(2). If awarded, DPL will award to the proposer whose proposal will best serve the interests of DPL, based upon scoring and negotiation results.

## **5.4 CONTRACT AWARD**

Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract. DPL will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations DPL may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If DPL is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations will begin with the next highest rated proposer. DPL may reject any and all proposals.

## **5.5 ATTACHMENTS**