

**MISSOULA COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSALS**

RFP Title:

Missoula County Public Schools – Wide Area Network

RFP Response Due Date and Time:

**Wednesday, February 3, 2016
3:00 p.m., Local Time**

Number of Pages: 43

ISSUING INFORMATION

**District Procurement Contact:
Hatton Littman**

Issue Date:

Thursday, December 10, 2015

**Missoula County Public Schools
Business Building
915 South Avenue
Missoula, MT 59082**

**Phone: (406) 728-2400
Fax: (406) 542-4009

Website: www.mcpsmt.org**

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

**Missoula County Public Schools
Attention: Hatton Littman
915 South Avenue
Missoula, MT 59802**

Mark Face of Envelope/Package: MCPS WAN RFP

RFP Number:

RFP Response Due Date: February 3, 2016

Special Instructions:

Mandatory Pre-Proposal Conference. Refer to Section 1.4 for more information.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS



Forward Thinking, High Achieving.

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each Offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to the sections required in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the District or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the District. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, Information form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

The following items **MUST** be included in the response to be considered responsive.

Failure to include any of these items may result in a nonresponsive determination.

RFP Cover Sheet.

Signed Company Information Form.

Signed Addenda (if applicable).

Point-by-Point response to sections and subsections required per Section 1.6.1.

Complete answers to all requirements of Sections 2, 3, and 4.

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 1.10).

SCHEDULE OF EVENTS

Milestone Schedule 2015- 16

<u>Event</u>	<u>Date on or before</u>
RFP Released	December 10, 2015
Bid advertised and bid document posted on the district website (www.mcpsmt.org)	
Pre-Proposal Conference & Site Tour	December 17, 2015 & January 6, 2016
(MANDATORY requirement for Proposers to attend one conference.)	
Meet at 10:00 AM at the MCPS Business Building, 915 South Avenue West for pre-proposal conference followed immediately by MCPS site tour. Bus transportation will be provided.	
Pre-Proposal Questions Due	January 8, 2016
Written Responses Distributed	January 15, 2016
Proposal Due Date / Bid Opening.....	February 3, 2016
Proposals due by 3:00 PM MST on February 3 rd , 2016.	
Bid Opening to commence at 3:30 on February 3 rd , 2016 at the MCPS Business Building, 915 South Avenue West	
Notification of Interviews	Week of February 15, 2016
Offeror Interviews / Product Demonstrations	Week of February 22, 2016
Anticipated Acceptance of Selected Proposal by Trustees.....	March 8, 2016
Anticipated Contract Award by Trustees.....	March 22, 2016
Substantial Completion Date	June 15, 2016
Final Completion and Commissioning Completion	July 1, 2016

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

Missoula County Public Schools seeks a solution for the long term Wide Area Network needs for the District. The successful offeror will propose a system that is future proof, expandable, cost effective and functional that the district determines to best meet the needs of Missoula County Public Schools.

1.1 CONTRACT TERM

The contract term will be determined based on the awarded proposal. The anticipated contract term for Leased Lit Service is 3-5 years, the anticipated term for Dark Service is 10 years, the anticipated term of Dark Lease with an IRU is the useful life of the fiber anticipated to be 20 years. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the District. For self-provisioning, MCPS will be the owner of the resulting fiber system and will contract for services, as needed, to maintain the fiber and offer services to MCPS facilities. This contract, including any renewals, may not exceed a total of 20 years, at the option of the District.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and the selection is announced by the District, **Offerors are not allowed to communicate with any Missoula County Public Schools staff or officials regarding this procurement, except at the direction of Hatton Littman**, the District's appointed contact in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. All written questions or comments submitted via mail, fax or email must include MCPS WAN RFP in the subject line or clearly marked on the outside of the envelope. Contact information for the single point of contact is as follows:

District Contact: Hatton Littman
Telephone Number: (406) 728- 2400 x 1024
Fax Number: (406) 542-4009
E-mail Address: hlittman@mcps.k12.mt.us
915 South Avenue
Missoula, MT 59802

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, and Standard Terms and Conditions set out in this RFP and promptly notify the District contact identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The District will

make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the District contact referenced above on or before 2PM local time on **Friday, January 8, 2016**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 District's Response. The District will provide an official written response by **Friday, January 15, 2016** to all questions received by **Friday, January 8, 2016**. The District's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the District. Any formal written addendum will be posted on the Missoula County Public School's website RFP at <http://www.mcpsmt.org> by the close of business on the date listed. **Missoula County Public Schools will issue any necessary Addenda. Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE

Two Pre-Proposal Conferences will be conducted at the MCPS Business Building on Thursday December 17, 2015 and Wednesday, January 6, 2016 from 10:00AM to 5:00PM. Site visits will begin immediately after the Pre-Proposal Conference. **It is a MANDATORY requirement that all Offerors attend a conference on one of these dates.** Offerors may use this opportunity to notify the District of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the District. A mandatory tour of representative "District Sites" will follow the pre-proposal conference. The District will provide transportation to the sites. The District requests that all pre-proposal conference questions be submitted **by 2:00 MST on Thursday, December 31, 2015 to Hatton Littman, the single point of contact for the RFP**, so that answers can be prepared for the Thursday, January 6, 2015 meeting.

An authorized representative for Offerors must attend the conference and site inspections in person. Primary subcontractors are encouraged to attend the conference, however they are not required to have a representative at the pre-proposal conference and site visits to be included within the prime contractor's proposal package. The conferences will be held Thursday December 17, 2015 from 10:00AM to 5:00PM and Wednesday, January 6, 2016 from 10:00AM to 5:00PM at:

Location:	MCPS Business Building 915 South Avenue Missoula, MT
Time:	10:00 am to 5:00PM
Site Visits:	Immediately following Pre-Proposal Conference

Offerors who did not have an authorized representative attend the Pre-proposal conference and site visits will be disqualified at the beginning of the review process.

1.5 GENERAL REQUIREMENTS

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an Offeror must meet all mandatory requirements. The District will determine compliance with the intent of all requirements. Responses that do not meet the full intent of all

requirements listed in this RFP may be subject to point deductions during the evaluation process or may be deemed non-responsive.

1.5.1 Negotiation of Standard Terms and Conditions.

By submitting a response to this RFP, Offeror agrees to acceptance of the standard terms and conditions and agrees that the standard terms and conditions shall be incorporated into any additional contract documents that may be negotiated after an award is made. Much of the language included in the Standard Terms and Conditions reflects requirements of Montana law. Requests for additions or exceptions to the Standard Terms and Conditions, including any necessary licenses, or any added provisions must be submitted to the District contact referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The District reserves the right to address nonmaterial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material exceptions requested and granted to the Standard Terms and Conditions will be addressed in a formal written addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP. The District will make any final determination of changes to the Standard Terms and Conditions.

1.5.2 Resulting Contract.

This RFP and any addenda, the Offeror's RFP response, including any amendments, and any clarification question responses shall be included in any resulting contract as if it was bound thereto. Upon making the award, the District will enter into negotiations with the highest scoring Offeror to whom the award is made that incorporates the documents specified herein as well as any additional terms determined appropriate by the parties. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the District, will govern in the same order of precedence as listed in the contract. By submitting this RFP, Offeror acknowledges that the resulting contract must be approved by the Board of Trustees and that no contractual relationship with the Offeror exists until execution of the resulting contract upon Board approval.

Notwithstanding anything in this RFP to the contrary, the District reserves the right with regard to any property forming a part of the Wide Area Network that is financed with tax-exempt bonds of the District to require provisions and/or arrangements to ensure that interest on the bonds will not be includable in gross income of the bondholders for federal income tax purposes. Such provisions or arrangements may include, for illustrative purposes only and without limitation, that any grant of rights (including an IRU or otherwise) to the District is the functional equivalent of the District acquiring a capital asset and that the term of any grant or arrangement is at least the useful life of the financed property. The proposers understand and agree that these requirements for tax-exempt bond financing may alter material terms of this RFP, and the proposers \nonetheless agree to these requirements in order that tax-exempt bond proceeds may be made available to the District to finance all or portions of the property forming a part of the Wide Area Network.

1.5.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.4 Prime Contractor/Subcontractors. The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The District reserves the right to approve all subcontractors. The contractor shall be responsible to the District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons

employed directly by the contractor. The Prime Contractor shall ensure in writing that through any contracts that all subcontractors will be bound by the terms and conditions set forth in any resulting contract between the District and Prime Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the District.

1.5.5 Offeror's Signature. The proposals must be signed in blue ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the District from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.6 Offer in Effect for 180 Days. A proposal may not be modified, withdrawn or canceled by the Offeror for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposals according to the format specified below in order to be considered responsive by the Evaluation Committee. **All proposals must be organized into five (5) sections** with tabs separating each section. Each TAB must contain a heading stating the following:

Section Number	Description	Max Number of Pages
SECTION 1.0	Introduction	2
SECTION 2.0	Scope of Project	5
SECTION 3.0	Qualifications	15
SECTION 4.0	Cost Proposal	8 pages per solution proposed
SECTION 5.0	Attachment 1 –Spec Sheets & Drawings	No limit

Pages must be numbered sequentially and preferably printed on both sides. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

"(Offeror's Name)" understands and will comply.

A page is comprised of one side of a piece of 8.5" X 11" paper with margins set no less than .75 and utilizing Arial or Times New Roman size 12 font. Diagrams, charts, maps and tables must also be on 8.5" X 11" paper with margins set at no less than .75 and utilize a font size of 12 or greater. Design Drawings shall be Arch D sized (24"x36").

Binding for each of the proposal copies shall be accomplished via 3 hole punched paper and three (3) ring binders with divider tabs between each section of the proposal.

Section 1.0 of the proposal will contain an Introduction of the Company submitting the proposal. In addition, this section must contain a statement from the Offeror that the entire RFP has been read, understood and that all Sections, Subsections, Appendices, Addenda, and Standard Terms/Conditions will be complied with unless specifically noted in the response. Each Offeror who submits a proposal will certify in writing in Section 1.0 in a

point-by-point response format that the following topics have been read, understood and agreed to:

- 1.5.3 Understanding of Specifications and Requirements
- 1.5.6 Offer in Effect for 180 Days
- 1.7.1 District Not Responsible for Preparation Costs
- 1.7.2 All Timely Submitted Materials Become District Property

Section 2.0 of the proposal will respond to all sections and subsections as requested within the Scope of Project (Section 2.0) identified in this RFP.

Section 3.0 of the proposal will respond to all sections and subsections as requested within the Qualifications (Section 3.0) requirements identified in this RFP.

Section 4.0 of the proposal will respond to all sections and subsection as requested within the Cost (Section 4.0) requirements identified in this RFP.

Attachment 1 of the proposal will be the specification sheets and drawings for the equipment and software proposed in Section 2.0. Organize specification sheets in the order that they appear in Section 2 for the equipment on this project only. The Specification sheets must be in the order the products are presented in the proposal. Only specification sheets for products included in the design/build are to be included in Attachment 1.

1.6.2 Formatting, style, etc. All proposals must clearly spell out any acronyms used in the response each time the acronym is utilized. The proposal must keep the use of acronyms to a minimum.

An Offeror responding to a question with a response similar to, "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted in entirety to the District in the RFP response without additional references. Any cross-references must be listed with paragraph and page number. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. **The Evaluation Team is not required to search through literature or the RFP to find a response.**

1.6.3 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The District may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit one original and ten (10) copies to Missoula County Public Schools. Proposals must be received at the Business Office of Missoula County Public Schools, 915 South Avenue, Missoula, MT prior to 3:00PM, February 3, 2016. Proposals received after this time will not be accepted for consideration. **Facsimile or electronic submissions are not acceptable.**

1.6.6 Late Proposals. *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 District Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the District are entirely the responsibility of the Offeror. The District is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals or any other costs incurred by the Offeror prior to execution of a contract. *Note: The District may ask for a site visit to one of the listed references in a response to this RFP. It will be the responsibility of the District to coordinate and pay for the transportation of up to three (3) evaluation committee members/advisors to the site visit between the District and the selected reference. (see section 3.0). The Offeror shall pay for all costs of their personnel to attend a site visit.*

1.7.2 All Timely Submitted Materials Become District Property. All materials submitted in response to this RFP become the property of the District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the District and Offeror resulting from this RFP process.

1.8 AUTHORITY

This RFP is issued under the authority of Title 18, MCA (Montana Code Annotated) and Administrative Rules of Montana relating thereto. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

1.9 OFFEROR COMPETITION

The District encourages free and open competition among Offerors. Whenever possible, the District will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the District's need to procure technically sound, cost-effective services and supplies.

1.9.1 Collusion The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Missoula County Public Schools from obtaining the best possible supply or service.

1.10 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

1.10.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public inspection shortly after the time for receipt of proposals has passed with the following three exceptions:

1. Trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA;
2. Matters involving individual safety as determined by the District; and
3. Other constitutional protections.

1.10.2 Procurement Contact Review of Proposals. Upon receipt of proposals, all marked trade secrets and

company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (as defined in Section 1.10.3 “Claims to Keep Information Confidential” statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation. **NOTE:** It is the Offerors (vendors) responsibility to contact the District Representative for notification of public (evaluation) meeting dates, locations and times. The District will post notification of the meetings on the Missoula County Public Schools website: website <http://www.mcpsmt.org> a minimum of three (3) business days before the evaluation committee meeting.

1.10.3 Claims to Keep Information Confidential. In order for an Offeror to request that material be kept confidential as permitted in 1.10.1, the following conditions must be met:

- (a) Confidential information must be clearly marked and separated from the rest of the proposal.
- (b) The proposal may not contain confidential material in the cost or price.
- (c) An affidavit from an Offeror’s legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana “Affidavit for Trade Secret Confidentiality” in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau’s website: www.discoveringmontana.com/doa/ppd/tradesecretaffidavit.pdf or by calling (406) 444-2575.
- (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

1.11 CLASSIFICATION AND EVALUATION OF PROPOSALS

1.11.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either “responsive” or “nonresponsive,”. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

1.11.2 Determination of Responsibility. The district will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

1.11.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation in order to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the District may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine

the most advantageous offering to the District. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations. Firms are not allowed to provide supplemental or clarifying information during evaluation meetings. This information shall be requested in writing by the district.

1.11.4 Completeness of Proposals. Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

1.11.6 Opportunity for Discussion/Negotiation Although proposals may be accepted, and a contract awarded without discussion, the District may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Missoula, Montana, to discuss technical and contractual aspects of the proposal at no cost to the District.

1.11.7 Offeror Interview/Product Demonstration. After receipt of proposals and prior to the determination of the award, responsive respondents may be required to make an oral presentation and product demonstration in Missoula, Montana, to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense. Offerors who submit a proposal deemed to meet or exceed the intent of the RFP and deemed by the District as being potential awardees will be invited to an interview and offered an opportunity to conduct a Product Demonstration the week of **February 22, 2016** in Missoula, Montana. Requirements will be distributed in advance.

1.11.8 Evaluator/Evaluation Committee Recommendation for Award. The evaluator/ evaluation committee will provide a written recommendation for award to the District procurement contact that contains the scores, justification, and rationale for the decision. The District Contact will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible Offeror that achieves the highest score and is, therefore, the most advantageous to the District. All recommendations for the award are subject to final approval by the MCPS Board of Trustees.

1.11.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the District Contact will issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place and Notice to Proceed has been provided to the Offeror.** The District Contact will notify all other Offerors of the District's selection.

1.11.10 Contract Negotiation and Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," the District will enter into negotiations with the highest scoring Offeror for a contract, incorporating the Standard Terms and Conditions attached as Appendix A, as well as this RFP and any addenda and highest scoring Offeror's response to the RFP (and any amendments). The highest scoring Offeror will be expected to negotiate in good faith and agree to all material requirements contained herein

and set out in Appendices A of this RFP. If the highest scoring Offeror does not accept all material requirements or an agreement cannot be reached after good faith negotiations, the District may move to the next highest scoring Offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties and the Notice to Proceed has been provided by the District.

1.12 DISTRICT'S RIGHTS RESERVED

While the District has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Missoula County Public Schools to award and execute a contract. Upon a determination such actions would be in its best interest, the District, in its sole discretion, reserves the right to:

- Waive any formality,
- Cancel or terminate this RFP ;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the District not to proceed with contract execution; or
- If awarded, terminate any contract if the District determines adequate District funds are not available.

1.13 BID AND PERFORMANCE SECURITY

1.13.1 Bid Security. Bid Security shall be made payable to the District, Missoula County Public Schools, in the amount of 10% of the Bid Sum. Security shall be either by certified check or Bid Bond issued by a surety licensed to conduct business in the State of Montana. The successful offeror's security will be retained until he has signed the Contract and furnished the required, one hundred percent (100%) total construction cost, payment and performance bonds. The District reserves the right to retain the security of the following two highest scoring offerors until the successful offeror enters into a Contract or until sixty (60) days after Bid Opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the District will retain his Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the Submission of Bid.

1.13.2 Performance, Labor and Material Payment of Bonds (MT). The District requires the successful Offeror to furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract. The District requires the successful Offeror to furnish a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the standard form.

The contract performance security must be provided to Missoula County Public Schools within 10 working days from the Notice of Contract Award. This security must remain in effect for the entire installation contract period and until final approval of the project by the District after the commissioning process has issued acceptance.

The original surety bond form must be mailed to the following address:

Missoula County Public Schools
ATTN: Hatton Littman
915 South Avenue
Missoula, MT 59802

1.14 GENERAL INSURANCE REQUIREMENTS

The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from, or in connection with, the performance of the work by the Contractor, agents, employees, representatives, assigns, or sub-contractors. The insurance shall cover such claims as may be caused by any negligent act or omission. The project insurance requirements are provided within the standard terms and conditions located within Appendix A of this RFP. Each offeror shall fully acquaint themselves with these requirements and shall have the ability to comply with the insurance requirements specified within the standard terms and conditions.

1.15 WORKERS' COMPENSATION INSURANCE/INDEPENDENT CONTRACTOR EXEMPTION

The successful Offeror is required to supply Missoula County Public Schools with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the Offeror while performing work for the District. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Offeror nor its employees are employees of the District. The proof of insurance/exemption must be valid for the entire contract period and must be received by Missoula County Public Schools within 10 working days of the issuance of a Request for Documents notice. Documents must be sent to:

Missoula County Public Schools
ATTN: Hatton Littman
915 South Avenue
Missoula, MT 59802

Contracts will not be issued to Offerors who fail to provide the required documentation within the allotted time frame. Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

1.16 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to: the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. These are included by reference and therefore become a binding part of any contract resulting from this solicitation.

1.17 CONTRACT PROVISIONS, TERMS, AND RENEWALS

1.17.1 Contract Provisions This RFP and any addenda, the Offeror's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the standard terms and conditions which shall be incorporated into any contract between the District and the successful Offeror.

1.17.2 Term Preclusions Offerors should notify the District of any terms within the standard terms and conditions in Appendix A that either preclude them from responding to the RFP or add unreasonable cost. This notification must be made in writing by the deadline for receipt of written inquiries.

1.17.3 Contract Renewals Any contract is contingent upon the type of agreement entered into by the parties, purchase or lease/lease-purchase. Renewals of the contract, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to the District, not to exceed a total of ten (10) years, at the option of the District.

1.17.4 Contract Terms/Price Reductions The Offeror agrees that, through the term of the contract and any agreed-upon extension, the District will be entitled to any price reductions at least equal to any lower prices made available to any other customer or the public in general. In the case of lit leased service, if the price at any bandwidth level of the offeror's contract pricing with the district deflates by 10% or more, the Offeror is required to decrease the monthly fees to lower price. Annual evaluation of offeror's pricing to all clients within 50 miles of Missoula, MT will be conducted by the Offeror and the district as the basis for the pricing evaluation.

1.17.5 Contract Terms/Price Increases Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the District. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value. Notice of consideration of price increases or notice of negotiations for a price increase must be given at least 45 days prior to the renewal date of the contract. Failure to meet this requirement will cause any potential price increase to be invalid.

1.18 PROJECT ACCEPTANCE

The District shall use system commissioning as the method to determine if the project was completed per the contract documents. Commissioning is a process of documentation to ensure that the entire fiber Wide Area Network has been designed, installed, functionally tested, and capable of being operated and maintained in accordance with the contract documents. The District will contract an advocate as the Commissioning Authority (CA) for this process. Elements of the process will include, but not be limited to, review and evaluation of the following:

- a. Functionality tests and monitoring
- b. System documentation
- c. System performance and acceptance documentation
- d. Training Requirements
- e. Equipment submittal approval
- f. Quality of installation and standards compliance
- g. Compliance with local, state and federal codes

- h. Operations and Maintenance materials
- i. Warranty issues
- j. Maintenance schedules
- k. Billing and financial adherence to RFP and contract language.

The Offeror shall have the sole responsibility to correct any design deficiencies or equipment failures found during the commissioning process that are part of the Contract Documents. The Offeror will document in writing that the corrections have been made. The District and the Offeror shall mutually come up with a document to validate the system and all of its features and functions as part of the commissioning process.

The testing program will objectively verify that the entire fiber Wide Area Network performs in accordance with the Contract Documents. The vendor shall provide a published list of features, standards, specifications, options and similar items for each component of the system, including software, which will be used as the basis for functional testing and contract compliance. System commissioning shall be accomplished after the completion of the installation. The commissioning documents will be based upon a mutually accepted set of standards. The system's performance and equipment acceptance documentation will define final completion for this project. The system warranty will begin with the granting of final completion. The District will withhold 5% of the identified installation costs and final payment will not be made until the vendor obtains final completion.

SECTION 2: SCOPE OF PROJECT

2.1 Introduction

This Request for Proposal (RFP) provides interested suppliers with sufficient information to prepare and submit Proposals for consideration with the intent of contracting the fiber-based infrastructure for the Missoula County Public Schools (MCPS) wide area network. The current MCPS network has a single core located at the Business Building (915 South Avenue West) that provides services to all campuses and facilities. The current Network Operations Center (NOC) is located at the MCPS, Business Building, 915 South Avenue West, Missoula, MT 59801. MCPS has more than 8,900 students, 1,200 personnel and 22 instructional and administrative campuses made up of 9 Elementary schools, 3 Middle (MS) schools, 4 High Schools, 1 Alternative school, and 5 administrative and instructional buildings. MCPS currently has a point-to-multipoint wireless Ethernet network service contract that expires on June 30, 2016.

2.2 Work Included

- 2.2.1 MCPS shall evaluate fiber-based network infrastructure proposals for the MCPS Wide Area Network solution for all campuses and facilities to replace the current wireless circuit based network. MCPS shall evaluate long term contract options for a fully managed lit service, leased dark fiber, dark fiber IRU or self-provisioned fiber, as defined by the FCC Second E-Rate Modernization Ruling. These services are detailed later in section 2.
- 2.2.2 For each service option, Non-Recurring Costs shall be separated from Monthly Recurring Costs in the quoted rates for Lit Services. The Federal E-rate program allows District to request payment of discount portion of NRCs in the first year of service. The District requests to pay the non-discount share (share of special construction costs that are the responsibility of the applicant), to be paid in equal annual installments over the four years from Funding Year 2016 to Funding Year 2019 inclusive.
- 2.2.3 Lit Service: Lit service, as defined by MCPS, is a fully managed service, where the offeror owns the infrastructure, places the equipment and manages the service. The bandwidth requirements of the network are a minimum of 1 Gbps to each facility upon initiation of the Contract with option to upgrade to 10Gbps to each facility on or before June 30, 2017.
- 2.2.4 Dark Fiber Lease: The solution shall provide a 10 year lease cost for 4 dedicated strands of fiber connectivity from each MCPS facility to the Data Center (DC) at:
 - Missoula County Public Schools
 - Business Building
 - 915 South Avenue West
 - Missoula, MT 59801
- 2.2.5 Dark Fiber IRU: The solution shall provide an Indefeasible Right to Use (IRU) cost for 4 dedicated strands of fiber connectivity from each MCPS facility to the Core Data Center (District Hub) at 915 South Avenue West.
- 2.2.6 The proposal shall also include pricing for 6, 8, 10, and 12 dedicated strands from each MCPS facility to the Data Center (DC).
- 2.2.7 Self-Provisioning - The proposal shall include the price for offeror to build and provide a fiber system of 12 strands of fiber from each MCPS facility to the Data Center (DC) at:
 - Missoula Count Public Schools
 - Business Building
 - 915 South Avenue West
 - Missoula, MT 59801

MCPS would own the entire fiber system that services these facilities.
- 2.2.8 Offerors may bid on any or all of the options. Proposals for all options shall include:
 - 2.2.8.1 The lit, dark fiber leased, dark fiber IRU or self-provisioned fiber network infrastructure. The proposal shall

include a complete description (including a map/schematic) of the routes used to deliver fiber to the facilities and any non-District facilities required to support the District network. The District shall be given the opportunity to inspect all routes and facilities that comprise the network during the evaluation of the proposals.

- 2.2.8.2 The service provider shall provide the conduit and routing from the public right of way into MCPS facility. The cable shall terminate into the MCPS Main Communication closets at each facility. The service may be terminated on an existing single mode fiber panel or the proposal may include a new fiber panel within the existing telecommunication rack.
- 2.2.8.3 The modulating equipment (if any) required to interface a lit fiber solution with the District's existing Juniper Networks Distribution switches.
- 2.2.8.4 The SLA and ongoing cost of the fiber infrastructure and modulating equipment required to light the fiber.

2.3 Questions

Bidders needing clarification or finding errors, omissions, or corrections in the specifications shall contact Hatton Littman by email no later than 016 at 2:00PM. Requests after this date shall not be answered. Any information pertaining to any requests for clarification or corrections shall be sent out in an addendum before the proposal is due.

2.4 General Requirements for Fiber Solutions

- 2.4.1 Required Notice to Proceed - MCPS shall follow the purchasing policies of the MCPS Board and requirements and procedures of the Universal Service Administrative Company's (USAC) Schools and Libraries Division and the E-rate program to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive process shall be dependent on the District's issuance of a written Notice to Proceed. E-rate funding notification alone shall not signify Notice to Proceed. The district shall have the right to allow the contract to expire without implementation if appropriate funding does not come available.
- 2.4.2 E-Rate Eligible Service Provider - The information in this Request for Competitive Sealed Proposal [RFP] is provided in conjunction with the Schools and Libraries Division [SLD] Forms 470 and 471, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. Bidders must have a valid Service Provider Identification Number [SPIN]. Temporary SPIN numbers will be acceptable but must be followed by a permanent SPIN number before the contract can be executed. Telecommunications providers must also be registered ("common carrier") providers as defined by the SLD. The District utilizes the BEAR (Form 472) process to receive appropriate ERate discounts. Respondents to the RFP must be familiar with this method and capable of processing invoices under this system. Respondents to the RFP must be in good standing with the E-Rate program. If a provider is not an E-Rate eligible service provider, the proposal shall be based on 0% discount in the overall cost evaluation versus the applicable discount with E-Rate eligible providers. Currently the discount is 60% for the 2015-16 fiscal year.
- 2.4.3 E-Rate 2.0 Modernization Order Provisions - This RFP requests fiber-based services based on the descriptions, cost and contract terms defined within the FCC December 2014 Second E-rate Modernization Order FCC 14-189.
- 2.4.4 Competitive Bidding Considerations
 - 2.4.4.1 MCPS shall conduct fair and open competitive bidding processes.
 - 2.4.4.2 MCPS shall select the proposal which best meets the needs of the district.
 - 2.4.4.3 MCPS shall utilize a single rubric to evaluate the technical response as well as the cost factors to establish the top proposal.
 - 2.4.4.4 Price of eligible products and services are the most heavily weighted bid evaluation factor.
 - 2.4.4.5 MCPS has determined 10 years with an option for an additional 10 year contract extension as the most reasonable, defensible period of time for the comparison of the fiber proposals.
 - 2.4.4.6 For Dark Fiber Lease, MCPS is using a 10 year contract term with options for an additional 10 years through two (2), five year contract extension or shall consider a 15 year contract term proposal based on an expected useful life of 20 years. For a Dark Fiber IRU, MCPS considers the term of the IRU to be up to the useful life of the fiber, anticipated to be 20 years. For Self-Provision Fiber, MCPS will be the owner of the fiber facility.
 - 2.4.4.7 MCPS shall compare each proposal option with comprehensive and specific total cost.
 - 2.4.4.8 Applicants must be prepared to explain their assumptions, such as expected useful life.

- 2.4.4.9 MCPS shall divide the total cost of an IRU, lease or self-provisioned fiber by number of years to determine annual cost. MCPS shall compare any dark or self-provisioned fiber proposals to annual lit fiber charge for the required bandwidth.
- 2.4.4.10 MCPS shall utilize all services proposed for the specific use of MCPS WAN.
- 2.4.4.11 The contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or local statutes, ordinances and rules during the performance of any contract between MCPS and the contractor. Any such requirement specifically set forth in any contract document between the contractor and MCPS shall be supplementary to this section and not in substitution thereof.
- 2.4.5 Vendor provided information: The Vendor shall provide the following summary information proposed within the RFP response. This summary information should be accompanied with the detail cost proposals as well as a map/schematic as specified within the RFP.
 - 2.4.5.1 All offers should include a technical description of services proposed.
 - 2.4.5.2 All offers should include a Bill of Materials if network electronics are included in the non-recurring charge.
 - 2.4.5.3 All offers should include e-rate information for evaluation including the service type: telecommunications, internet access or internal connection, a break down into eligible and ineligible e-rate cost and the providers Service Provider Information Number (SPIN).
 - 2.4.5.4 A detailed price breakdown associated to the provider billing, cost model and maintenance model.
 - 2.4.5.5 A detailed timeline of the work to be completed and an estimated completion date.
- 2.4.6 Service Level Agreement
 - 2.4.6.1 Vendor shall provide a description of the proposed services provided with the dark fiber proposal and the Service Levels for the proposed services during the term of the contract. The vendor shall provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal should include, but not be limited to, the following services.
 - 2.4.6.2 Network Availability: the provider shall make all reasonable efforts to ensure 99.99% network availability of the Applicable Fiber.
 - 2.4.6.3 Network Operations Center: Lit and dark fiber solutions shall provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
 - 2.4.6.4 Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team shall initiate an immediate response to resolve any Customer issue. Customer shall receive rapid feedback on trouble resolution, including potential resolution time.
 - 2.4.6.5 Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts shall be provided when implementation schedule is completed.
 - 2.4.6.6 Resolution: The Customer shall be notified immediately once the problem is resolved and shall be asked for verbal closure of the incident.
 - 2.4.6.7 Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan shall be provided to the district.
 - 2.4.6.8 Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage shall be identified.
 - 2.4.6.9 Reports: Upon request, an incident report shall be made available to the Customer within five (5) working days of resolution of the trouble.
 - 2.4.6.10 Link Performance: The service shall maintain the proposed Link Performance throughout the term of the contract.
 - 2.4.6.11 On all lit fiber proposals- verification of contract speeds will be done using JPERF.

2.5 Specifications for Self-Provisioned Fiber Solutions

- 2.5.1 Self-Provisioned Fiber Technical Specifications
 - 2.5.1.1 MCPS shall consider proposals that provide for a special construction project for a MCPS owned fiber network. The network shall provide twelve (12) dedicated strands of single mode fiber from each remote facility to the District's Data Center. The District intends to use multiple strands simultaneously to allow for isolation of IP telephony traffic,

centralized fire and security alarm traffic, and for single fault tolerance. Self-provisioned fiber proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.

2.5.1.2 Provide a proposal for a MCPS owned fiber network based on a special construction project with associated right of way, easements, pole attachments, maintenance, repair and service of the network. This proposal must include a plan and costs for the ongoing emergency maintenance of the fiber network. The preferred topology for this solution is a ring and spoke architecture. Facilities connected to the ring shall include the Business Building, Sentinel High School, Lewis and Clark, Russell, Jefferson, C. S. Porter, Big Sky, Hawthorne, Dickinson Life Long Learning Center, Franklin, Willard, Administration, Hellgate, Paxson, and Washington. The following facilities may be connected by spokes radiating from the ring: Lowell, Rattlesnake, Meadow Hill, Cold Springs, and Chief Charlo, Mt. Jumbo and the iConnect Fiber Hotel. Service to Seeley Swan High School may but need not be included in this topology. A suggested pathway for this solution is provided in Appendix 4. Offerors may propose an alternate topology so long as it provides equal or greater capacity and resiliency.

2.5.1.3 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	Structure
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

2.5.2 Self-Provisioned Fiber Construction Agreement

- 2.5.2.1 MCPS considers self-provisioned fiber as infrastructure and requests a one-time cost for any construction or capital cost associated with the proposed network. Offeror shall also provide pricing for maintenance/repair of the fiber infrastructure in the form of an annual, estimated cost for fiber network maintenance.
- 2.5.2.2 Fiber Network: MCPS desires to contract for the construction of a District-owned Fiber Optic network to connect the district properties listed. The Fiber Network is and shall remain the property of the District.
- 2.5.2.3 The District desires that the construction of the self-provisioned network be substantially complete by June 15, 2016 and fully complete by July 1, 2016, but acknowledges that this schedule is challenging. Offerors of self-provisioned solutions shall provide a construction schedule as part of their proposal that details the date of completion of work for each facility. This schedule shall be subject to modification during contract negotiations and incorporated into the final contract. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.5.2.4 Acceptance testing: The Offeror shall provide OTDR test results of all fiber strands validating that all strands meet or exceed the loss budget of their design.
- 2.5.2.5 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.5.2.6 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.5.3 Special Construction Project Terms: Proposals for a MCPS owned, self-provisioned broadband networks and a long term, dark fiber lease or dark fiber IRU must meet all construction requirements, insurance, and performance and payment bonds of a MCPS construction project. If a self-provisioned broadband network or a dark fiber lease or dark fiber IRU proposal is determined to be the most cost effective solution to meet the long-term needs of MCPS, the project shall be subject to MCPS construction standards and policies. Offeror's Designated Project Manager shall be required to report to and coordinate with the District's Project Manager and Consultants. Any changes to the scope of work defined in the negotiated contract between the District and the Offeror shall be authorized in a written and

approved Change Order before such change shall commence.

- 2.5.4 This fiber will be owned by MCPS. The specification for maintaining self-provisioned dark fiber will is as follows: Twenty-Four by Seven: Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. Maintenance services shall be provided either by Vendor or by affiliates or contractors. Response Time: Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. Malfunction Defined: As used herein, a “malfunction” shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.5.5 Pricing Requirements: The Offeror shall provide comprehensive pricing for the self-provisioned network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, operations costs (if any) and maintenance costs as described in Section 2.5.4 above.

2.6 Specifications for Dark Fiber IRU Solutions

- 2.6.1 Dark Fiber IRU Proposal: MCPS shall consider dark fiber IRU proposals, including a minimum of four strands that match the topological requirements stated under Section 2.5.1 above. The dark fiber IRU proposal shall be evaluated for the procurement of fiber capacity separate from the service of lighting the fiber, which shall be done using District-owned Juniper Networks EX4300 switches. Dark fiber IRU proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.
- 2.6.2 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	Structure
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

- 2.6.3 Dark Fiber IRU Terms:
- 2.6.3.1 MCPS considers dark fiber IRUs as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed services. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.6.3.2 Fiber Network: MCPS desires to contract for the use of Dark Fiber IRUs to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The term of the IRU shall be up to the useful life of the fiber, anticipated to be 20 years.
- 2.6.3.3 Fiber Network: MCPS desires to contract for the use of a minimum four strand up to twelve strand Dark Fiber to connect the district properties listed. The “Fiber Network”, as used herein, shall refer only to four to twelve strands of fiber per each connection and does not include any network electronic equipment, onsite or throughout the fiber system, of the vendor or any other part of fiber infrastructure of the vendor.
- 2.6.3.4 Term: Because the Fiber Network shall be able to support immediate and long term needs of The District, the term of the contract of ten (10) years with a 10 year renewal option unless a valid justification can be presented for alternative contract term lengths.
- 2.6.3.5 Commencement: The term of contract shall commence on July 1 of each stated construction year. Hence, the fiber must be made available to MCPS at least one month prior to that date to allow for lighting of the fiber network for the commencement date. From the 6th Order, leased dark fiber must be lit during the funding year in which it is requested to be eligible. The Commission shall not pay for charges until the service is lit. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.

- 2.6.3.6 **Termination:** The term of the contract shall end on June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. **Right of Renewal:** At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.6.3.7 **Location Additions:** MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.6.3.8 **Location Deletions:** MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.6.4 **Dark fiber IRU Pricing Requirements:** The Offeror shall provide comprehensive pricing for the dark fiber IRU network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, operations costs (if any) and maintenance costs as described in Section 2.5.4 above.
- 2.6.5 **Dark Fiber IRU Maintenance:** For a dark fiber IRU solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The vendor shall include only the portion of maintenance that is required to support the MCPS fiber segments verses overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. **Twenty-Four by Seven:** Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. **Maintenance services** shall be provided either by Vendor or by affiliates or contractors. **Response Time:** Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. **Malfunction Defined:** As used herein, a “malfunction” shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.6.6 **Dark Fiber IRU Pricing Requirements:** The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs as specified in Section 2.6.5.

2.7 Specifications for Dark Fiber Lease Solutions

- 2.7.1 **Dark Fiber Lease Proposal:** MCPS shall consider dark fiber lease proposals, including a minimum of four strands, that match the topological requirements stated under the Self-Provisioned fiber proposal in Section 2.5. The dark fiber lease shall be evaluated for the procurement of fiber capacity separate from the service of lighting the fiber, which shall be done using District-owned Juniper Networks EX4300 switches. Dark fiber lease proposals shall include two Juniper Networks EX-SFP-10GE-LR optics and an option for two Juniper Networks JNP-QSFP-40G-LR4 optics for each remote facility connection to the Data Center.
- 2.7.2 The proposal shall provide the estimated Link Power Budget of the proposed cable network. The Vendor shall provide the estimated Operating Distances of each link. The Vendor shall provide an Estimated Link Performance at 1310 nm and 1550 nm based on Splice Losses and two (2) connections with the minimum information and in a similar format listed in the table below:

Originating	Destination	No	Cum.	1310nm	1550nm	Structure
				Cum.	Cum.	
Campus	Frame	Fiber	Length	dB Loss	dB Loss	
Hellgate HS	FR-00287	45-46	9,879	4.99	2.58	CMHS-5150
Sentinel HS	FR-00211	61-62	19,087	3.81	3.69	NHS-5150

Actual test results shall also be provided in a similar format following installation.

- 2.7.3 **Dark Fiber Lease Terms:**

- 2.7.3.1 MCPS considers dark fiber as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed lease. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.7.3.2 Fiber Network: MCPS desires to contract for the use of a Dark Fiber service to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Fiber Network is and shall remain the property of the Vendor or its assigns and The District's interest is only that of a lessee.
- 2.7.3.3 Fiber Network: MCPS desires to contract for the use of a minimum four strands up to twelve strands dark fiber to connect the district properties listed. The "Fiber Network", as used herein, shall refer only to four to twelve strands of fiber per each connection and does not include any network electronic equipment, onsite or throughout the fiber system, of the vendor or any other part of fiber infrastructure of the vendor.
- 2.7.3.4 Term: Because the Fiber Network shall be able to support immediate and long term needs of The District, the term of the contract of ten (10) years with a 10 year renewal option unless a valid justification can be presented for alternative contract term lengths.
- 2.7.3.5 Commencement: The term of contract shall commence on July 1 of each stated construction year. Hence, the fiber must be made available to MCPS at least one month prior to that date to allow for lighting of the fiber network for the commencement date. From the 6th Order, leased dark fiber must be lit during the funding year in which it is requested to be eligible. The Commission shall not pay for charges until the service is lit. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.7.3.6 Termination: The term of the contract shall end on June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. Right of Renewal: At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.7.3.7 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.7.3.8 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.7.4 Dark Fiber Lease Maintenance: For a leased dark fiber solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The vendor shall include only the portion of maintenance that is required to support the MCPS fiber segments verses overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. Twenty-Four by Seven: Vendor shall maintain the Applicable Fiber seven days per week, twenty-four hours per day, at no additional cost to The District. Maintenance services shall be provided either by Vendor or by affiliates or contractors. Response Time: Upon notification from The District of a malfunction relating to the Applicable Fiber, Vendor shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. Malfunction Defined: As used herein, a "malfunction" shall mean the failure of the Fiber Network or any portion thereof to meet the specifications agreed upon in contract. Other maintenance cost must be identified and categorized as E-Rate eligible or ineligible.
- 2.7.5 Dark Fiber Lease Pricing Requirements: The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs as specified in Section 2.7.4.

2.8 Specifications for Lit Fiber Solutions

- 2.8.1 Lit Fiber Lease Proposal: MCPS shall equally evaluate proposals for lit fiber services with a cost evaluation of a base 1, 5, or 10 years. A lit fiber proposal should provide the bandwidth on the near (2016) and long-term (2017) bandwidth requirements of MCPS. This proposal shall also include any network electronics required to interface with the District's existing Juniper Networks EX4300 distribution switching architecture. The connection between Offeror CPE and the District Juniper Networks EX4300 distribution switch shall be a fiber optic cable compatible with the District-supplied Juniper optics.

- 2.8.2 Provide a lit fiber solution connecting each site to the Data Center. The lit fiber solution shall be terminated in the main telecommunications room at each facility. Offeror CPE shall be connected to District-supplied optics in the Juniper Networks EX4300 switch at each site. The bandwidth specified below and in Appendix 3 shall be dedicated between each remote site and the Data Center. Service to Seeley Swan High School, Mt. Jumbo Elementary and the iConnect Fiber Hotel shall be included in this proposal and available for purchase regardless of solution chosen for the other 21 facilities/campuses.
- 2.8.3 The solution shall provide the near-term (2016) and long-term (2017) bandwidth requirements of the campuses based on the requirements table in Appendix 3. The bandwidth requirements specified are derived from the SETDA recommendations published in "The Broadband Imperative: Recommendations to Address K-12 Education Infrastructure Needs" by C. Fox, J. Waters, G. Fletcher & D. Levin (2012), Washington, DC, State Educational Technology Directors Association (SETDA). The requirements are also based on the District's existing ability to light up to 40Gbps between facilities using its existing Juniper Networks distribution switching equipment.
- 2.8.4 Lit Fiber Service Terms:
- 2.8.4.1 MCPS considers lit fiber as infrastructure and request a one-time cost for any construction or capital cost associated with the proposed services. A monthly recurring cost shall be considered for the service that includes the district portion of the maintenance of the use of the network service.
- 2.8.4.2 MCPS desires to contract for a Lit Fiber service to connect the district properties listed. It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The Fiber Network is and shall remain the property of the Vendor or its assigns and The District's interest is only that of a service customer.
- 2.8.4.3 Term: Because the Lit Fiber Network shall be able to support immediate and long term needs of The District, the Offeror shall provide pricing for terms of one (1), three (3) and five (5) years unless a valid justification can be presented for alternative contract term lengths.
- 2.8.4.4 Commencement: The term of contract shall commence on July 1 of the first year of the contract. Failure to deliver service by the dates stated in the contract schedule shall subject the Offeror to liquidated damages.
- 2.8.4.5 Termination: The term of the contract shall end on the June 30th of the last year of the contract. Based on the commencement date, the actual usage of the Fiber Network on the last year of the contract shall be prorated based on the amount of usage unless sooner terminated in accordance with the agreed upon termination terms and provisions of a signed contract. Right of Renewal: At the end of the initial term, this Agreement may be renewed annually for up to five (5) additional years, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, sent via certified mail, return receipt requested, of its intent to cancel this Agreement.
- 2.8.4.6 Location Additions: MCPS requires the right to add additional properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.8.4.7 Location Deletions: MCPS requires the right to delete properties (locations) to the Fiber Network based on comparable pricing and maintenance agreements as agreed upon in negotiations.
- 2.8.5 Lit Fiber Pricing Requirements: The Offeror shall provide comprehensive pricing for the lit fiber network described above on the attached form. Pricing shall be itemized into non-recurring and recurring costs and shall include construction costs, service costs and maintenance costs. Pricing shall include one, three and five year terms.

SECTION 3: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

PROPOSAL FORM

3.1 Offeror Information

1. Company Name _____
2. Legal Name (if different) _____
3. Years in Business Under Name _____
4. Years installing similar systems _____
5. Contact Person _____
6. Full Mailing Address _____
7. Address Line 2 _____
8. Telephone Number _____
9. Fax Number _____
10. Email Address/Web Site _____
11. Number of Full-time employees _____
12. Number of Full Time Technical Personnel _____
13. Project Manager Name _____
14. Attached personnel resumes of Project Team _____ (YES) _____ (NO)
15. SPIN _____

3.2 References

To be a qualified Proposer, the vendor must include below three references with similar systems or equipment installed. Preference shall be given to vendors with references for implementations at organizations most similar to MCPS. Include separate sheet(s) containing supporting documentation regarding reference projects if available.

REFERENCE #1

1. Organization Name _____
2. Contact Person(s) _____
3. Full Mailing Address _____
4. Address Line 2 _____
5. Telephone Number _____
6. Fax Number _____
7. Project Dates _____
8. Brief Description (attach detail) _____

REFERENCE #2

1. Organization Name _____
2. Contact Person(s) _____
3. Full Mailing Address _____
4. Address Line 2 _____
5. Telephone Number _____
6. Fax Number _____
7. Project Dates _____
8. Brief Description (attach detail) _____

REFERENCE #3

1. Organization Name _____
2. Contact Person(s) _____
3. Full Mailing Address _____
4. Address Line 2 _____
5. Telephone Number _____
6. Fax Number _____
7. Project Dates _____
8. Brief Description (attach detail) _____

3.3 Proposer Subcontractors/Partners

Every subcontractor shall be bound by the applicable terms and provisions of the contract documents. Further information about the subcontractor/partner may be requested prior to award. Identify all subcontractors or partners used for this project. Include separate sheet(s) labeled "Subcontractors/Partners" if necessary.

Subcontractor/Partner #1

- 1. Organization Name _____
- 2. Years in Business Under Name _____
- 3. Years installing similar systems _____
- 4. Contact Person _____
- 5. Project Function _____

Subcontractor/Partner #2

- 1. Organization Name _____
- 2. Years in Business Under Name _____
- 3. Years installing similar systems _____
- 4. Contact Person _____
- 5. Project Function _____

SECTION 4: COST PROPOSAL

4.1 Lit Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- Prices are for point to point from district hub (located at the business building) to endpoint (as defined by building codes in appendix 2).
- Non-recurring costs should reflect charges the bidder seeks upfront to build the infrastructure and provision the service when new fiber will NOT be installed.
- Special Construction costs should reflect charges the bidder seeks upfront to build the infrastructure and provision the service when new fiber WILL be installed.

SCHOOL	1G NRC 12 MO	1G SP CONST 12 MO	1G MRC 12 MO	10G NRC 12 MO	10G SP CONST 12 MO	10G MRC 12 MO	1G NRC 36 MO	1G SP CONST 36 MO	1G MRC 36 MO	10G NRC 36 MO	10G SP CONST 36 MO	10G MRC 36 MO	1G NRC 60 MO	1G SP CONST 60 MO	1G MRC 60 MO	10G NRC 60 MO	10G SP CONST 60 MO	10G MRC 60 MO
CC																		
CS																		
FR																		
HA																		
LC																		
LO																		
PA																		
RA																		
RU																		
PO																		
MH																		
WA																		
BS																		
HE																		
SS																		
SE																		
WI																		
JE																		
DI																		
AD																		
MJ																		
FH																		
TOTAL																		

4.2 Leased Dark Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- Leased Dark Fiber Pricing is for a 5 or 10 year lease and maintenance on a minimum 2 pair of fiber strands between district hub (located at the business building) and end point (as defined by building codes in appendix 2).
- Pricing shall also be provided for 3-pair, 4-pair, 5-pair and 6-pair.

SCHOOL	2 PAIR						3 PAIR						4 PAIR					
	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo
CC																		
CS																		
FR																		
HA																		
LC																		
LO																		
PA																		
RA																		
RU																		
PO																		
MH																		
WA																		
BS																		
HE																		
SS																		
SE																		
WI																		
JE																		
DI																		
AD																		
MJ																		
FH																		
TOTAL																		

4.2 Leased Dark Fiber Pricing Sheet – page 2

SCHOOL	5 PAIR						6 PAIR					
	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo	Eligible Const 60 mo	MRC 60 mo	Monthly maint 60 mo	Eligible Const 120 mo	MRC 120 mo	Monthly maint 120 mo
CC												
CS												
FR												
HA												
LC												
LO												
PA												
RA												
RU												
PO												
MH												
WA												
BS												
HE												
SS												
SE												
WI												
JE												
DI												
AD												
MJ												
FH												
TOTAL												

Comments:

4.3 IRU Dark Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- IRU Pricing is for a 20 year IRU and maintenance on 2 pair of fiber strands between district hub (located at the business building) and end point (as defined by building codes in appendix 2).
- Pricing shall also be provided for 3-pair, 4-pair, 5-pair and 6-pair.

SCHOOL	240 Month IRU (1 pair)	Annual Fiber Maintenance (240 Month)	Eligible Special Construction Charges
CC			
CS			
FR			
HA			
LC			
LO			
PA			
RA			
RU			
PO			
MH			
WA			
BS			
HE			
SS			
SE			
WI			
JE			
DI			
AD			
MJ			
FH			
TOTAL			

Comments:

4.4 Self Provisioned Fiber Pricing Sheet

Service Commencement Date - 7/1/2016

- Pricing is for Special Construction (construction, design, engineering, and project management) and maintenance for 12 strands of district-owned fiber build between district hub (located at the business building) and endpoint (as defined by building codes in appendix 2)

SCHOOL	Construction Charge for 12 strands	Annual Estimated Scheduled Maintenance (3 years)	Annual Estimated Unscheduled Maintenance (3 years)	Annual Scheduled Maintenance (5 years)	Annual Estimated Unscheduled Maintenance (5 years)
CC					
CS					
FR					
HA					
LC					
LO					
PA					
RA					
RU					
PO					
MH					
WA					
BS					
HE					
SS					
SE					
WI					
JE					
DI					
AD					
MJ					
FH					
TOTAL					

Comments:

SECTION 5: EVALUATION PROCESS

5.1 Basis of Evaluation

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 100 points. Federal ERate regulations require that entities evaluate proposal from each type of proposed solution (lit, dark and self-provisioned). In order to fairly evaluate all WAN proposal within the scope of this RFP, MCPS will evaluate all proposals within the four corresponding categories; lit fiber, leased dark fiber, IRU dark fiber and self-provisioned dark fiber. The top proposals in each category will then be evaluated together, including total cost of ownership to the district, in order to select the top proposal for the entire RFP.

The Scope of Project and Offeror Qualifications/Informational Requirements sections of the offer will be evaluated based on the following Scoring Guide.

5.2 Scoring Guide

Any response that fails to achieve a passing score of 70 will be eliminated from further consideration. Certain elements of the RFP are Pass/Fail. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The Offeror has not demonstrated sufficient knowledge of the subject matter.

Oral Presentation/Product Demonstration: The District reserves the right to interview only the two highest scoring Offerors, or to interview all Offerors within 10% of the highest scoring Offeror, or to interview all Offerors who are deemed to have a passing score prior to the interview presentation process, at the District's discretion. The Offeror's oral presentation will include a review of their proposal and demonstrations of their product offering. Prior to the presentation, the Offeror must provide a list of names of all personnel attending the demonstration. The Offeror's named Authorized Representative must attend this meeting. After oral presentations the District will provide an additional scoring matrix in making its final decision.

5.3 Scoring Criteria

Scoring Criteria	Maximum Points Allowed
20-Year Total Cost of Ownership: The evaluation shall consider the following factors: <ul style="list-style-type: none"> • Recurring Costs <ul style="list-style-type: none"> ○ Service ○ Maintenance • Non-Recurring Costs <ul style="list-style-type: none"> ○ Dark Fiber IRU ○ Construction ○ Break Fix 	30
Compliance with District Requirements. The evaluation shall consider the following factors: <ul style="list-style-type: none"> • Physical Topology <ul style="list-style-type: none"> ○ Ability to inspect • Capacity (bandwidth) • Fiber end-to-end • Resiliency/path diversity <ul style="list-style-type: none"> ○ 1-fault tolerant • Service Level Agreement <ul style="list-style-type: none"> ○ .9999 or higher availability ○ 24/7 NOC 	20
Build Plan. The evaluation shall consider the following factors: <ul style="list-style-type: none"> • Delivery Schedule <ul style="list-style-type: none"> ○ Start Date for Service ○ Rollout Schedule ○ Risk Management Plan • Conduit Capacity/Future-proofing 	15
Proposer Qualifications. The evaluation shall consider the following factors: <ul style="list-style-type: none"> • Licensed/Bonded/Insured • Reference Projects (3 or More) <ul style="list-style-type: none"> ○ Similarity to MCPS ○ Client Reference ○ Same Team Proposed • List of Projects Where E-rate Funded Service Was Not Delivered By Start Date • Personnel Qualifications 	15
Operational Cost Reduction. Points shall be awarded to proposals that minimize the use of operating funds and maximize the use of e-rate and other capital resources.	10
Asset Life. Points shall be awarded to proposals that give the District the longest control over the assets deployed.	5
Contract Terms and Conditions. Points shall be awarded to proposals which provide contract terms most favorable to the District.	5

APPENDIX 1: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: Missoula County Public Schools, herein referred to as the District, reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District. Bids, proposals, and limited solicitation responses will be firm for 180 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the District's solicitation document and a vendor's response, the language contained in the District's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ACCESS AND RETENTION OF RECORDS: The contract agrees to provide the District, District Auditor(s), or their authorized agents, access to any records necessary to determine contract compliance (Montana Code Ann. 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the District or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the District.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects the subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County Public Schools. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the District.

DISABILITY ACCOMMODATIONS: The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to the District office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/Offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, reject all future proposals and/or business agreements with the bidder/Offeror.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the District, under this agreement.

INSURANCE: The Contractor shall obtain and maintain Insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

- a. Workers compensation, disability and other employee benefit claims as required by the State of Montana;
- b. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Contractor's employees;
- c. bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- d. personal injury liability claims for damages directly or indirectly related to the persons employed by the Contractor or for damages to any other person;
- e. claims for physical injury to tangible property, including all resulting loss of use of that property, to property other than the Work itself;
- f. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- g. contractual liability claims involving the Contractor's obligations under the contract.

The Contractor's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance:

- a. Each Occurrence Limit \$ 1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal and Advertising Injury Limit \$ 1,000,000

Comprehensive Automobile Liability Insurance:

- a. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the District. Certificates of insurance showing required coverage to be in force shall be filed with the District within five (5) days of execution of the contract and prior to commencement of work to be performed. The District shall be named as an additional insured on the insurance certificate(s). The Contractor shall notify the District a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided. The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. The District reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Contractor be cancelled during the term of this agreement and withhold payment for said coverage from compensation due the Contractor.

Products and Completed Operations insurance shall be maintained for a minimum period of five (5) year(s) following the expiration of the contract or final payment, whichever is earlier.

Contractors are required to maintain workers' compensation or an independent contractor's exemption covering the Contractor and/or employees while performing work for Missoula County Public Schools in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the District. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Missoula County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, upon expiration.

The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

A certificate of insurance, indicating compliance with the required coverages, must be provided to the Missoula

County Public Schools, 215 South Sixth Street West, Missoula, MT 59801, within five (5) days of execution of the contract. The Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

All insurance shall be written on an “occurrence” basis. “Claims Made” insurance coverage is not allowed.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or part by the contract must be available to the District for royalty-free and non-exclusive licensing. The contractor shall notify the District in writing of any invention conceived or reduced to practice in the course of performance of the contract. The District shall have a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use and authorize other to use copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor’s risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

LIQUIDATED DAMAGES: The District may suffer loss if the work to be performed as provided herein is not completed on the dates agreed by the parties. The Contractor shall be liable for and shall pay to the District a sum of seven hundred fifty dollars (\$750.00) as liquidated damages for each calendar day of delay in which the work is not complete. The Contractor is not liable for liquidated or actual damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays solely caused by the District. The District may deduct from the amounts owing to Contractor, or, if sufficient funds are not available, then Contractor shall pay the District the amounts specified per day for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the District may have against the Contractor for failure to timely achieve completion. In the event the District brings an action for actual damages, the amount of any actual damages proven shall be reduced by the amount of any liquidated damages assessed.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the District is allowed 30 days to pay such invoices.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Missoula, unless the contract specifies otherwise. The District does

not “take Title” until all products are accepted and signed by the designated District Representative.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The District is exempt from Federal Excise Taxes (#81-0006557).

TERMINATION OF CONTRACT: Unless other stated, the District may, by written notice to the contractor, terminate the contract in whole or in part at any time the contract fails to perform the contract.

UNAVAILABILITY OF FUNDING: The District, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees. (MCA 18-1-401).

WARRANTIES:

Warranty for Services:

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the District. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Warranty for Software:

The warranty period for the software is a fixed period commencing on the date specified in the contract documents. The Contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

Warranty for Hardware:

The Contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the District may return it to the contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE DISTRICT’S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Appendix 2: MCPS Campus and Facility List

School Name	School Code	Street Address	City	State	ZIP	Pop
Chief Charlo Elementary	CC	5600 Longview	Missoula	MT	59803	
Cold Springs School	CS	2625 Briggs	Missoula	MT	59803	
Franklin School	FE	1901 S. 10 th West	Missoula	MT	59801	
Hawthorne School	HA	2835 S. 3 rd St. West	Missoula	MT	59804	
Lewis and Clark Elementary	LC	2901 Park	Missoula	MT	59801	
Lowell School	LO	1200 Sherwood Ave	Missoula	MT	59802	
Paxson Elementary	PA	101 Evans St.	Missoula	MT	59801	
Rattlesnake School	RA	1220 Pineview Drive	Missoula	MT	59802	
Russell School	RU	3216 Russell	Missoula	MT	59801	
C.S. Porter School	PO	2510 Central Avenue	Missoula	MT	59804	
Meadow Hill Middle School	MH	4210 Reserve	Missoula	MT	59803	
Washington Middle School	WA	645 W. Central	Missoula	MT	59801	
Big Sky High School	BS	3100 South Avenue West	Missoula	MT	59804	
Hellgate High School	HE	900 S. Higgins Avenue	Missoula	MT	59801	
Seeley-Swan High School	SS	456 Airport Road	Seeley Lake	MT	59868	
Sentinel High School	SE	901 South Avenue West	Missoula	MT	59801	
Willard Alternative High School Program	WI	901 S. Sixth Street West	Missoula	MT	59801	
Jefferson Center	JE	1700 South Avenue West	Missoula	MT	59801	
Dickinson Lifelong Learning Center	DI	310 S. Curtis	Missoula	MT	59801	
Administration Building	AD	215 South Sixth Street West	Missoula	MT	59801	
Mt. Jumbo School	MJ	735 Michigan Avenue	Missoula	MT	59802	
iConnect Fiber Hotel	FH	110 East Broadway	Missoula	MT	59802	
Business Building (Core Data Center - District Hub)	BB	915 South Avenue West	Missoula	MT	59801	

Appendix 3: MCPS Bandwidth Requirements to Business Building (Core Data Center - District Hub)

Campus	7/1/2016 WAN Gb	7/1/2017 WAN Gb
Chief Charlo Elementary	1	10
Cold Springs School	1	10
Franklin School	1	10
Hawthorne School	1	10
Lewis and Clark Elementary	1	10
Lowell School	1	10
Paxson Elementary	1	10
Rattlesnake School	1	10
Russell School	1	10
C.S. Porter School	1	10
Meadow Hill Middle School	1	10
Washington Middle School	1	10
Big Sky High School	1	10
Hellgate High School	1	10
Seeley-Swan High School	1	10
Sentinel High School	1	10
Willard Alternative High School Program	1	10
Jefferson Center	1	10
Dickinson Lifelong Learning Center	1	10
Administration Building	1	10
Mt. Jumbo School	1	10
iConnect Fiber Hotel	1	10

Based on standards proposed by Fox, C., Waters, J., Fletcher, G., & Levin, D. (2012). The Broadband Imperative: Recommendations to Address K-12 Education Infrastructure Needs. Washington, DC: State Educational Technology Directors Association (SETDA).

Appendix 4: Suggested Self-Provisioned Fiber Routing

