



West Ada
SCHOOL DISTRICT

Request(s) Type:

WAN Connections

470 Number: 190009459

RFP: #902101

RFP Release Date: **December 11, 2018**

Deadline for Questions: **January 15, 2019; 12PM MST**

Proposal Due By: **February 1, 2019; 10AM MST**

1 General Information

1.1 Purpose

West Ada Joint School District #2 (hereinafter, "District") is seeking a contract with a company (hereinafter, "Respondent") for the following purpose: Inter-Site Ethernet connectivity between schools and Non-instructional facilities. The Northwest Council for Computer Education (hereinafter, "NCCE") has been retained by the District to manage its E-Rate application and to conduct a fair and competitive bid for the products and services outlined in this Request for Proposal (RFP).

This RFP sets forth:

1. The process whereby interested parties may respond.
2. Instructions regarding the required form and content of the Respondents' proposals.
3. The functional and performance criteria for services.

Upon completion of the RFP process, the West Ada School District may request a contract for services with selected Respondent to provide the requested services. The selected Respondent will be responsible for all design work, procurement of services, installation, and cut-over details including all planning, as-built documentation, maintenance, and training.

1.2 Reference Number

The reference number for this RFP is 902101. This number must be referenced on all proposals, correspondences, and documentation related to this RFP.

1.3 Schedule of Events

- RFP Release Date: **December 11, 2018**
- Deadline for Submission of Questions / Concerns: **January 15, 2019; 12PM MST**
- Proposals Due: **February 1, 2019; 10AM MST**
- Evaluation of Submissions: **February 5 - February 15, 2019**
- Interviews (if required): **February 11-12, 2019**
- Declaration of Apparent Successful Respondent(s): **February 26, 2019** (note contract recommendation must be approved by the West Ada Joint School District #2 Board of Directors).

Desired implementation of all services: **July 01, 2019**

1.4 Communications Regarding RFP

All questions and comments regarding this proposal must be submitted to Eric Chambers at: <https://web1.infinitespace.ca/etegri/paccess.do?pal=UFJOWVRCUUY> . Note, that if you do not already have an account with Etegr, you will be asked to create one.

The deadline for submitting questions is **January 15, 2019; 12PM MST**. Most questions will be answered within 48 hours or less. Occasionally, additional time will be required to respond accurately. To ensure your questions are answered prior to bid submitting, please submit your questions early. Note that all interested Respondents will have access to all answered questions.

NCCE and the District reserves the right to not respond to a question if doing so might violate any of the rules or laws governing this procurement process, gives one Respondent an advantage over another, or any other reason that does not impact the integrity of the procurement process.

Attempts to communicate with any other District employee or agent regarding any of the products, services, or ideas represented in this RFP will be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid(s).

2 General Information

2.1 School District Description

West Ada School District is the largest school District in the State. There are approximately 40,000 students in K - 12 classes, and over 4,000 employees in the District. There is a total of 60 sites in the District that need connectivity services back to the District Service Center. Thirty-four of these sites are elementary schools, 11 are middle schools, and 13 are high schools. Two additional sites are the District Office and the Maintenance Department.

The District Service Center houses most of the administrative functions of the District. It also serves as one of the key hub sites for the District's network. The District also houses core infrastructure at Rocky Mountain High School.

2.2 Information Services

All schools will need Internet access via a Wide Area Network (WAN) in the form of a secure Respondent Ethernet hand off to each site's Main Distribution Frame (MDF).

2.3 Technical Network Information

Currently 1GB Ethernet circuits connect the remote sites to a 10 GB Ethernet circuit in outer rings. These then connect to a 100GB circuit in an inner ring which includes the District office. A separate gigabit Ethernet is interfaced at the District office on a Cisco switch acting as border router which connects the District to the internet at 5GB. The District currently has a block of 254 contiguous public IP addresses. A Cisco firewall sits between the border layer three device and the District Cisco core router. The core router provides connectivity to District schools and administrative sites.

2.4 Future Directions

The District's public relations department needs to distribute information to employees, parents, and the news media. This information could be easily updated and placed on a Web-accessible storage/retrieval system.

Video conferencing is rapidly increasing in usage, as corporations, governments, and educational institutions realize the cost and time savings of not having to travel. Collaboration with other educational institutions, interviews with local media, and Web-based streaming video casts are all ways the District may choose to increase its effectiveness and communicate with its constituency.

Voice telephone service travels over the IP network environment. The technologies of voice, data, and video are rapidly converging on a single network. The District wishes to

anticipate these needs and be prepared with adequate network facilities as various applications begin to emerge.

Centralized services are scheduled to be implemented for all sites requiring significantly increased bandwidth in the near future. Examples are: imaging, security cameras, access control, and cloud-based servers.

The District does nightly backups and replication to the second data center at Rocky Mountain high school. Services are provided from both the District office and the second data center at Rocky Mountain High.

2.5 Design Goals - Flexibility

As with bandwidth in general, the District has needs flexibility, the need to provide for peak level service, as well as normal service levels. Ideally, the District wants unlimited access, when required, but does not wish to pay for unused access when not needed.

For purposes of this RFP, the District is looking for features such as flexible pricing plans, seasonal pricing (ex: reduced rates during summer), and pricing on a per MB basis.

The District currently seeks solutions that range from 10GB links to 100GB links. The proposal should consider future needs and ease in scaling bandwidth as the District continues to add additional schools, students, staff. The solution should prepare for providing future technologies to our staff and students and should provide ample flexibility within E-Rate guidelines including

3 Scope of Work

The District is requesting proposals to provide leased lit fiber services, dark fiber services, or Indefeasible right of use (IRU) of fiber between buildings as described in Table 1, below:

Site Name and Address	Site Type	Bandwidth Speed
District Office 1303 E Central Dr Meridian ID 83642	Fiber to Ethernet	100 Gbps
Maintenance Departments 2301 E Lanark St, Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Centennial High School 12400 W. McMillan Rd Boise ID 83713	Fiber to Ethernet	40 Gbps up to 100 Gbps
Central Academy 6075 N. Locust Grove R Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eagle Academy 100 S. Academy Eagle, ID 83616	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eagle High School 574 N. Park Ln Eagle, ID 83616	Fiber to Ethernet	40 Gbps up to 100 Gbps
Idaho Fine Arts Academy 3467 W Flint Dr. Eagle, ID. 83616	Fiber to Ethernet	10 Gbps up to 40 Gbps
Meridian Academy 2311 E. Lanark Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Meridian High School 1900 W. Pine Ave Meridian, ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Meridian Medical Charter School 1789 E Leigh Field Dr Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Mountain View High School 2001 S. Millennium Way Meridian, ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Owyhee High School	Fiber to Ethernet	20 Gbps up to 40 Gbps

7020 W. Ustick Rd., Meridian. (approximately)		
Rocky Mountain High School 5450 N Linder Rd Meridian, ID 83646	Fiber to Ethernet	100 Gbps
Crossroads Middle School 650 N Nola Rd Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eagle Middle School 1000 W. Floating Feather Rd Eagle, ID 83616	Fiber to Ethernet	40 Gbps up to 100 Gbps
Heritage Middle School 64990 N Meridian Rd Meridian, ID 83646	Fiber to Ethernet	40 Gbps up to 100 Gbps
Lake Hazel Middle School 11625 LaGrange St Boise, ID 83709	Fiber to Ethernet	40 Gbps up to 100 Gbps
Lewis and Clark Middle School 4141 E. Pine Ave Meridian, ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Lowell Scott Middle School 13600 W. McMillan Rd Boise, ID 83713	Fiber to Ethernet	40 Gbps up to 100 Gbps
Meridian Middle School 1507 W 8th St Meridian, ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Pathways Middle School 1870 E Heritage Park Ln Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Sawtooth Middle School 3730 N. Linder Meridian, ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Star Middle School 2211 N. Pollard Ln. Star, ID 83669	Fiber to Ethernet	40 Gbps up to 100 Gbps
Victory Middle School 920 Kodiak Dr. Meridian ID 83642	Fiber to Ethernet	40 Gbps up to 100 Gbps
Cecil D Andrus Elementary School 6100 Park Meadow Dr Boise, ID 83713	Fiber to Ethernet	10 Gbps up to 40 Gbps
Barbra Morgan Stem Academy 1825 Chateau Dr. Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Chaparral Elementary School 1155 N. Deer Creek Ln Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Chief Joseph Elementary School 1100 Chateau Ave Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Christine Donnell School of the Arts 7075 S. Five Mile Rd Boise ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Desert Sage Elementary School 9315 W Mossywood Boise, ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Discovery Elementary School 2100 E. Leigh Field Dr Meridian, ID. 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eagle Elementary School of the Arts 475 N. Eagle Rd, Eagle ID 83616	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eagle Hills Elementary School 650 Ranch Dr Eagle, ID 83616	Fiber to Ethernet	10 Gbps up to 40 Gbps
Eliza Hart Spalding Elementary School 12311 W. Braddock Dr. Boise ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Frontier Elementary School 11851 W. Musket Dr Boise, ID 83616	Fiber to Ethernet	10 Gbps up to 40 Gbps
Hillsdale Elementary School 5225 S. Stockenham Way Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Hunter Elementary School 2051 W. McMillan Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Joplin Elementary School 12081 W. DeMeyer St. Boise, ID 83713	Fiber to Ethernet	10 Gbps up to 40 Gbps
Lake Hazel Elementary School 11711 Lake Hazel Rd Boise, ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Mary McPherson Elementary School 1050 E. Amity Rd. Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
McMillan Elementary School	Fiber to Ethernet	10 Gbps up to 40 Gbps

10901 McMillan Rd. Boise, ID 83713		
Meridian Elementary School 1035 N.W. 1st St. Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Paramount Elementary School 550 W Producer Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Pepper Ridge Elementary School 2252 Sumpter Way Boise, ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Peregrine Elementary School 1860 Waltman Ln Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Pleasant View Elementary School Black Cat Road between Ustick and McMillan (approximate)	Fiber to Ethernet	10 Gbps up to 40 Gbps
Pioneer School of the Arts 13255 W. McMillan Rd. Boise, ID 83713	Fiber to Ethernet	10 Gbps up to 40 Gbps
Ponderosa Elementary School 2950 N. Naomi Ave Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Prospect Elementary School 4300 N Red Horse Way Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
River Valley Elementary School 2900 E. River Valley Meridian, ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps
Seven Oaks Elementary School 441 N. Sevenoaks Way	Fiber to Ethernet	10 Gbps up to 40 Gbps
Siena Elementary School 2870 E Rome St Meridian, ID 83642	Fiber to Ethernet	10 Gbps up to 40 Gbps
Silver Sage Elementary School 7700 W. Snohomish Boise, ID 83709	Fiber to Ethernet	10 Gbps up to 40 Gbps
Star Elementary School 700 N. Star Rd Star, ID 83669	Fiber to Ethernet	10 Gbps up to 40 Gbps
Summerwind Elementary School 3675 Jullion Way Boise, ID 83704	Fiber to Ethernet	10 Gbps up to 40 Gbps
Ustick Elementary School 12435 Ustick Rd Boise, ID 83713	Fiber to Ethernet	10 Gbps up to 40 Gbps
Willow Creek Elementary School 6195 N. Long Lake Way Meridian ID 83646	Fiber to Ethernet	10 Gbps up to 40 Gbps

3.1 Fiber Options

Requested terms is for a a period of five (5) years commencing on July 1, 2018 and ending on June 30, 202. At the end of the terms there will be the opportunity for up to five (5) extension periods each of one (1) year in length (initial agreement and extensions not to exceed ten (10) years total) on the same terms and conditions set forth herein upon mutual agreement of the parties.

Upon fulfillment of the agreement, the District reserves the right, upon mutual agreement of the parties, to extend the agreement on a month-to-month basis until a new system is in place.

3.1.1 Leased Lit Fiber

The Respondent shall provide dedicated, symmetrical transport bandwidth of 10 Gbps, 40 GBPS, and 100 Gbps per the table above, with Service Level Agreement (SLA) guarantees between the designated endpoints. The District demarcation is the District Office located at 1303 E Central Dr Meridian ID 83642.

3.1.2 Leased Dark Fiber with or without IRU

As an alternative to a lit fiber solution, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service location. Fiber and required hardware must be adequate to meet the bandwidth need described in this RFP.

Fiber Maintenance Terms and Conditions

The District requires on-going maintenance of the fiber on all leased dark fiber solutions. Maintenance responses are required as follows:

- All leased dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted to a third party. In the case of the 3rd party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. It is assumed that maintenance costs are included in the monthly lease fee.
- Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the District of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. When pricing maintenance, the respondent should include an overview of maintenance practices including:
 - o Routine maintenance and inspection
 - o Marker and handhold inspection and repair
 - o Handling of unscheduled outages and customer problem reports
 - o What service level agreement is included and what alternative service levels may be available at additional cost
 - o What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - o Repair of fiber breaks
 - o Mean time to repair
 - o Replacement of damaged fiber
 - o Post repair testing
 - o Replacement of fiber that no longer meets specifications
 - o Policies for customer notification regarding maintenance
 - o Process for changing procedures, including customer notification practices
 - o Process for moves, adds, and changes
 - o Process for responding to locate requests

Respondents bidding a dark fiber solution must include, as a separate line item, the hardware necessary to light the fiber. Use of subcontractors and/or joint proposals are acceptable insofar as both entities meet all requirements to participate in the e-rate program. Failing to address hardware will result in the disqualification of your bid. Current switching is HP and Juniper.

Dark Fiber with IRU

Special construction, IRU fee, and monthly recurring cost for maintenance must be broken out and listed separately. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix. If special construction is required, Applicant expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments. Fiber maintenance should be quoted as a separate from the IRU fee.

- The fiber owner (not the District) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- Describe the process for relocates including assumption of costs.
- If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time spa

3.1.3 Network Design and Construction Routes

The District will consider traditional network designs (such as hub and spoke) or alternative proposals. The District's decision criteria will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

Due to current and future bandwidth needs, Respondents are encouraged to provide dedicated infrastructure to the District. Fiber solutions are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to the District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

Respondents should clearly illustrate proposed network design and construction routes. In previous years, USAC has required .kmz or .json files showing route maps. Respondents should be prepared to provide these if their proposal is selected.

The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the Respondent to present their best solution while recognizing the cited termination locations.

3.1.4 Special Construction

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- construction of network facilities
- design and engineering
- project management

3.1.5 Fiber special construction

If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**. This means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

3.1.6 Excess fiber strands

To the extent that the winning Respondent installs additional strands of fiber for future business ventures, the winning Respondent assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the District in accordance with FCC rules and orders.

If, after the issuance of the FCDL, USAC or the FCC determines that the winning Respondent did not cost allocate those charges associated with the additional strands, The District will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibilities deemed ineligible by USAC.

3.1.7 State and Federal Match

The District will be applying for state matching funds to pay for the undiscounted portion of special construction costs.

4 General Terms for All Proposals

4.1 Description of Proposal

Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail the District may find useful or necessary (or could differentiate the solution from a competing proposal). At a minimum, each proposal shall address the following:

Responses to the following project-specific questions:

1. Customer Support Center hours of operation, including protocols for accessing customer support. The District prefers a solution that includes customer support functions including problem tracking, resolution and escalation support management on 24 hours a day, 7 days a week, and 365 days a year basis.
2. Response times for service interruptions, degradation, and loss of service. The District prefers a system that includes a stated commitment 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 Respondent and identifies the problem. Credits for outages of shortage will be identified.
3. Process of escalation if service is not repaired or restored within agreed-upon time frames. The District prefers a system whereas, in the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
4. Resolution notification process. The District prefers a system whereas the Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

5. Provide a diagram of the internal network and how it interconnects with District locations included in with your proposal in Visio format.
6. Provide a description of the remote management and monitoring capabilities that will be put in place for this service. Provide information on how District technicians may gain access to this system.
7. Describe any guaranteed level of bandwidth for the proposed data service.
8. Provide a summary of the process that would be used to cut over from the District's existing Wide Area Network to the proposed Wide Area Network.
9. Provide estimated time for the transition process for the District leaving its existing WAN and joining the new WAN.
10. Provide an estimate of Wide Area Network downtime incurred by this process.
11. The District requires a timely resolution for service outages. Provide the procedure used in the event of a service outage and any notification service that the Respondent can provide to the District.
12. Provide the procedures for delivering status information and problem resolution time frames to the customer.
13. Provide escalation procedures for trouble tickets.
14. Provide an escalation list for the account team with names, telephone numbers, and email addresses.
15. Process for scaling up during the contract terms.

4.2 Service Level Agreement

Respondent must provide a proposed Service Level Agreement (SLA) with their RFP response including a description of the following services, how they will be measured, how they will be mitigated, and how the District will be compensated when the terms are not met. Service Level Agreements should address the following:

- Network availability $\geq 99.99\%$ up-time which means a maximum downtime per year of 8 hours 46 minutes. Note: the most critical times for the District are 6:00 AM – 10:00 PM Mountain time, Monday through Friday.

For lit fiber proposals:

- Frame/packet loss $< 0.25\%$
- Network latency $< 5\text{ms}$ round trip

Please note: The District will not accept any proposals that include provisions to limit or throttle the capacity of the service at any time for any reason.

4.3 Demarcation

All solutions must terminate services in the demarcation point at the addresses specified above. By "demarcation point" we mean the Main Distribution Frame (MDF) locate inside the schools listed above. Respondent must specify hand-off medium (e.g. copper, single mode fiber, etc.). Additionally, respondents must specify any required hardware including District-owned or Respondent-owned necessary for the solution to be fully operational.

4.4 Timeline for Completion of Work

The successful Respondent(s) shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by

transportation, acts of the government or other causes similar to the foregoing which are beyond the control of and are not the fault of the Respondent.

However, whenever the Respondent shall claim that delays are due to any or all the above-named causes, he/she shall within five (5) days after the occurrence of such cause or causes of delay, request an extension of time from the District. Such requests shall be in writing and shall state the reason or reasons, why timely delivery has been delayed. If the District finds that such cause or causes of delay exist, it shall grant the firm an extension of time equal to the delay resulting from such cause or causes. The District may at its option, rescind the agreement or charge a late fee of 10% of the remaining uninstalled schools combined monthly service cost, per day, if delays in performance are within the control of the Respondent or their subcontractors.

Cut-over work will need to be carefully scheduled and performed with minimal disruption to the District's operation. Minimal disruption is defined as no more than 2 hours without network access for one or more sites. For proposal purposes, the client anticipates that the most efficient cut-over start will be at 5:00 pm. The service(s) must be fully operational by 6:00 am. on the following business day. Time of cut-overs will be negotiated at the discretion of the District.

4.5 Required Terms

The Respondent shall perform its services in a timely and professional manner by qualified maintenance technicians familiar with the services, products, and equipment and their operation. Throughout the implementation and during the term of all service agreements, including all renewal periods, the Respondent will correct all defects to the extent those defects originate from the acts or omissions of Respondent's products or personnel, at no cost to the District.

The Respondent represents and warrants that it shall maintain the services, and all related equipment in working order twenty-four hours per day, seven days per week, and shall provide emergency telephone numbers where emergency service can be obtained. The Respondent will provide a toll-free number for technical service on a 7x24x365 basis. Wait times to reach the Respondent's help line will be less than 5 minutes.

If Respondent's equipment is to be hosted on District property, they will maintain their own equipment that is co-located within the District. The Respondent's equipment will be tagged with circuit/site ID's the Respondent's name and toll-free contact number. The Respondent will provide Uninterruptible Power Supply (UPS) backup power that will provide power to their equipment to keep it online in case of a power failure for a minimum of 60 minutes time. The Respondent will network the UPS equipment to allow the Respondent and the District to monitor when the ups is on battery. The UPS will be configured to send the Respondent and the District an alert when the UPS is on battery and when the UPS has returned from an on-battery condition. If the Respondent fails to provide this information the District may reduce payment of service by 5% per site per month for each month the issue is not resolved to the satisfaction of the District.

The Respondent will provide the District a physical and logical fiber map showing all site connectivity in Microsoft Visio format. The Respondent will continue to update the maps for any add/move changes during the entire length of the contract.

4.6 WAN Requirements

System Interfaces/Bandwidth

For any proposals, the District requires the Wide Area Network Provider to supply a solution that would achieve up to 100GB per site aggregated to the District service center at 1303 E central Dr Meridian, ID 83642, and to Rocky Mountain High school 5450 N Linder Rd, Meridian, ID 83646.

Monitoring Interface

Any solution utilizing non-school District owned equipment must be able to be monitored by the service provider. Performance monitoring tools are also a requirement for any solution that utilizes Respondent offerings and/or equipment. The District requires web access to view the performance and utilization of all site connectivity. The site will provide historic data and trend analysis as well as minimum and peak performance statistics.

Below are the current District sites that need to be connected by the WAN Solution. Note: if this access and information is not provided to the District on a per site basis the District may choose to reduce payment of service by 5% per site per month for each month until the issue is resolved to the satisfaction of the District.

Hardware requirements

If submitting for lit services, please submit a list of hardware that will be provided and any hand off information as well as District hardware required. Note the District utilizes networking technologies from Cisco systems. If submitting for dark services, the District is interested in having the provider submit a Cisco Catalyst 9500 series or equivalent as the layer 3 device in the Main Distribution Frame (MDF) at each of its sites. Please also provide cost for licenses and software assurance for the initial five years of the contract. Also, provide cost for any modules including SFPs to connect the proposed solution to the Districts network. The District has purchased and will be utilizing Cisco DNA Center. Cisco DNA allows the District to automate network tasks, monitor network performance, and detect and mitigate threats using DNA security and analytics. The District also wishes a five-year warranty via Smart Net and DNA Advantage or equivalent with the layer 3 switches at each site that is utilized for connecting and routing all intra-site network traffic.

Ethernet Access Service

The District requires any Respondent replying to this RFP to provide true inter-site Ethernet connectivity. The Respondent must have the bandwidth in place to route the District's traffic directly with no aggregation whatsoever. Aggregation is acceptable in the inter-site connectivity, so long as the hand off is Ethernet. The District would like details on the following from all Respondents:

- Exactly how the Respondent proposes carrying traffic to and from remote District sites
- How the Respondent is connected (Any peering agreements, load balancing used, etc.)
- Backup network access, power, etc.
- If dedicated or shared bandwidth is used
- Description of devices used to hand off Ethernet to each site
- Description of services included with the proposal

UPS power provided by the Respondent for their equipment at all site locations. UPS monitoring indicating when a UPS is and is not on battery will be provided by the Respondent and notification will be sent to the District.

Website access for the District to monitor up/down conditions as well as bandwidth utilization reports, current and historical.

The District will ask for proof of any claims made by participating Respondents

Cabling

The Respondent shall provide all copper cabling, fiber cabling, pathways, and spaces (i.e. conduit) to accommodate the fiber and Ethernet equipment necessary to connect the District's sites with switched 10Gbps to 100Gbps Ethernet connectivity. The Respondent should be able to provide the West Ada School District E-Rate discounts on their bill or through reimbursement. All E-Rate eligible monthly recurring charges for the service and any one-time costs for installation of the wiring or equipment shall be included in the Service Provider's proposal as separate line items. The costs of any ineligible E-Rate components that may be required (such as electrical power) shall be broken out separately. All installation of cabling, pathways, etc. shall be to BICSI (Building Industry Consulting Services, International) specification and the design specifications of West Ada School District. The Respondent will agree to review all the District's cabling and networking standards noting the District prefers to utilize standards already in place. If the Respondent is not utilizing the District standards, then the Respondent must provide proof of how the cabling and network hardware is equivalent to District standards.

E-rate Guidelines and Cabling/Conduit

According to E-Rate guidelines, ownership of the leased lit or dark fiber and conduit will remain the property of the Telecom Carrier and will never transfer to the District. There will also be no option to purchase the fiber. If leased dark fiber is an option, equipment to be purchased as a category 1 E-Rate reimbursable cost will be provided and broken down by the Respondent. If submitting for dark services, the District is interested in having the provider submit a Cisco Catalyst 9500 series, or equivalent, as the layer 3 device in the Main Distribution Frame (MDF) at each of its sites. Please also provide cost for licenses and software assurance for the initial five years of the contract. Also, provide cost for any modules, including SFPs, to connect the proposed solution to the District's network. If submitting for dark fiber please also include information on UPS units with the ability to alert the District when on-battery, and return-from battery notifications. Please note that the District utilizes APC equipment as its manufacturer of UPS units. If submitting another equivalent brand please state how the other brand is equivalent and will be able to provide the required alerting, as outlined above. The District is currently looking for a minimum of 1 hour of battery up time on this equipment. Note: The District's internal data communications system shall function without dependence on the Service Provider's equipment. Included in the Respondent's proposal should be all construction costs to bring in the fiber from the street to the District's established Carrier Demarcation point on each campus. Any conduit and trenching from the street to the Major Point of Entry (MPOE) must include replacement of conduit, pavement, and returning the ground to its original condition. All installation of cabling, pathways, etc. shall be to BICSI specification and the design specifications of West Ada School District.

Service Outage Notification

The Respondent will provide notification of any planned service outages at least three business days in advance. Time to repair under normal circumstances should be four hours or less.

In the event of an unplanned outage, the Respondent will provide notification to the District within 15 minutes of the outage. The provider will update the District every 30 minutes until the issue is resolved.

Note that for each day the connection to a site is down that is due to an outage by the Respondent the District may reduce payment of service by 5% per day 24-hour period of that month's service until the issue is resolved to the satisfaction of the District.

5 Contents of Proposal

All proposals must include the following sections:

Brief Agency Background (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure this document includes enough information to determine if your organization has the background and experience to complete this project if selected.

Project Specific Questions (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure that you answer all questions completely. Note that responses such as "See SLA" are NOT enough and will be deemed non-responsive. These questions are outlined in Section 5.1 and Attachment A.

Proposed Contract (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample contract that outlines all the general terms and conditions associated with this work.

Proposed Service Level Agreement (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample SLA for review of terms.

Price of Eligible and Ineligible Goods and Services (Required)

- Lit fiber or dark fiber WAN connection.
- Equipment necessary to light dark fiber (if proposed).
- Fees associated with IRU
- Any special construction charges associated with the proposed solution.
- Any one-time, non-reoccurring charges associated the proposed solution.

Pricing must be submitted on the attached spreadsheets (Attachments B, C, and/or D).

Pricing should be inclusive of all costs associated with the equipment, design, installation, and testing of all services, including hardware and software, as outlined in this RFP. The District will not be responsible for additional costs, such as overtime or holiday pay,

incurred by the winning Respondent in carrying out the general terms of any contract that comes from their response.

Pricing must include all permits, licenses, and other fees.

Please note, Respondents are encouraged to submit pricing for all proposed bandwidth requested. During the review process, the District will determine final bandwidth needs.

References

The District is specifically interested in the Respondent's experience and responsibility in designing and implementing services that are comparable to the project outlined in this RFP. The Respondent must submit a minimum of five (maximum of ten) relevant references of customers to whom the Respondent provided a similar service(s) within the last three years that is presently in use. The District prefers Idaho references, those from school Districts, and those for projects of similar sizes. The following information is required for each reference:

- Organization's Name
- Organization's Address
- Contact's Name
- Contact's Email Address
- Contact's Phone Number
- Description of Service
- Installation Date

6 Submitting a Proposal

Respondents shall provide one signed original, three printed copies, and an electronic copy (in MS-Word or Portable Document Format PDF) via a thumb drive. All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted. Respondents must verify all content before submission, as no corrections will be permitted after the proposals are opened. The proposal must be completely sealed and must include both the printed versions and the electronic copy. Proposals must be delivered to:

West Ada Joint School District #2
Attn: Devan DeLashmutt
1303 East Central Drive
Meridian, ID 83642

Please write "RFP #902101" across the seal of the envelop or box.

Respondents are solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline. Proposals received after the above deadline will not be considered and will be returned unopened.

6.1 Respondent Contact

The proposal must include the name of the specific individual who will act as the single point of contact for the Respondent during proposal evaluation. The proposal must identify the contact's position in the organization, telephone number, fax number, and e-mail address.

7 Evaluation Criterion

The District will review all proposals for initial compliance including ensuring all required documents and bond(s) are included. Once basic requirements have been met, the District will evaluate responses according to the scoring rubric provided below. The District may ask the top-ranking Respondents to present and/or demonstrate the service(s) included in their proposal according to the schedule of events outlined above.

Factor	Weight
Price of eligible goods and services	30%
Format and completeness of proposal	10%
Service transition plan, including timeline.	15%
Service Outage and monitoring support	15%
Technical evaluation of proposed services including compatibility with District equipment and objectives	25%
References from previous projects	5%
Total	100%

7.1 Non-Responsive Bids

In addition to the criterion listed in Sections Three and Four, the Respondent's bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements *such as* the following are included:

- "This bid does not constitute a binding offer."
- "This bid will be valid only if this offer is selected as a finalist or in the competitive range."
- "The Respondent does not commit or bind itself to any terms and conditions by this submission."
- "This document and all associated documents are non-binding and shall be used for discussion purposes only."
- "This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties."
- A statement of similar intent.

8 Additional Information

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at the Schools and Libraries Divisions EPC system. It is the responsibility of the Respondent to ensure they have reviewed the RFP and any addendum prior to submitting a proposal. If the District makes a cardinal change to the originating RFP, Respondents *may* be granted additional time to respond.

8.1 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent

8.2 Availability of Funds

The District's obligation under this RFP and subsequent contract(s) is contingent upon the availability of funds from which payment for contract purposes can be made including funds from the Federal e-rate program, State matching funds, and the District's general fund.

8.3 Award Rights

The District retains the right to award all or part of the work described in this RFP to one or more Respondents.

8.4 Background Check Compliance

The District requires that all contractors that potentially encounter District pupils during the course of work must perform background checks of all contractors and its employees. The background check must be given to the District prior to commencing work on the project.

Should the Respondent, or any of its employees have limited or less contact with District pupils, a request shall be made to the District for a determination on the need for a background check. The determination of the District shall be final. In no event shall the Respondent or any of its employees come into contact with the District's pupils before the certification is completed and approved by the District.

8.5 Clarifications

The District reserves the right to obtain clarification of any point in the Respondent's response or to obtain additional information necessary to properly evaluate a proposal—if the response otherwise meets the minimum requirements for review as outlined in Sections 4-6 and throughout. Failure of a Respondent to respond to such a request for additional information or clarification may result in rejection of the Respondent's proposal. The District's retention of this right shall in no way reduce the responsibility of the Respondents to submit complete, accurate and clear proposals.

8.6 Cancellation

The District reserves the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted as addendum in the Schools and Libraries Division EPC system.

8.7 Compliance with Local, State, and Federal Laws

The Respondent must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

8.8 Compliance with Codes and Standards

It shall be the responsibility of the Respondent to identify all regulatory codes and/or agencies having jurisdiction and governing or affecting the execution of this proposal, and to insure conformance with those codes and agencies. At a minimum, and without limitation, the execution of this RFP, and all acts of the Respondent selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Federal Communications Commission (FCC) Idaho Public
- Universal Service Administrative Co (USAC)
- Utilities Commission (IPUC) Occupational Safety and Health Administration (OSHA)
- Federal, State, City and Ada County laws and regulations

Applicable Regulations of the Idaho Department of Labor and Industrial Services State and Federal Anti-Discrimination Laws. This list is not exclusive.

8.9 Cooperation with the E-rate Program and Program Integrity Reviews

All E-rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the special construction table in the West Ada Fiber RFP Worksheet. Additionally, respondents are encouraged (but not required) to submit the additional information listed under the Special Construction Table in the West Ada Fiber RFP Worksheet that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that Respondents may assist the District with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

8.10 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Respondent to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552 and Idaho Code § 9-337 through 9-350). Marking the entire proposal as “proprietary” may result in the rejection of your proposal.

Any information marked as “proprietary” shall be protected to the best of the District’s ability. However, the decision to release proposals remains with the District. Respondents, by submission of materials marked "Proprietary Information," acknowledges and agrees that the West Ada School District will have no obligation or liability to the Respondent in the event that it should be required to disclose these materials.

8.12 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal, but they must be declared with the proposal.

8.13 Cost Allocation and Ineligible Products/Services

The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

8.14 Cost of Preparing Proposal

All expenses incurred by the Respondent related to the proposal or the selection process will be borne wholly by the Respondent. No claim for reimbursement of time, material, or travel expenses shall be made by the Respondent or their agents against the District, regardless of the results of the selection process.

8.15 Debarment

The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state, or federal department or agency. The Respondent agrees to notify the District and the NCCE of any change to this status.

8.16 Default by Respondent

The District shall hold the Respondent responsible for any damage that may be sustained because of failure or neglect to comply with any term or condition listed herein.

If the successful Respondent fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the proposal, the District may, upon 30 day written notice to the firm by certified mail or utilizing electronic mail with delivery confirmation, cancel the Contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Respondent.

8.17 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineer and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

8.18 E-Rate Eligibility

The District is seeking support for this project through the Schools and Library Division of the Universal Services Administration Company (USAC). Thus, Respondents must:

- be able a participating E-Rate Respondent and maintain a valid SPIN
- make themselves thoroughly familiar with all E-Rate rules and regulations.
- clearly identify costs associated with items and/or services that are not eligible for E-Rate discounts.
- provide all necessary support and documentation required in the event of an E-Rate Program Integrity Assurance and Audit request.

Please note, any contract that results from this RFP is contingent upon qualifying for reimbursement with USAC/E-rate

8.19 Errors in the Proposal

Respondents are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

8.20 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Respondent's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

4. The Agreement and any written and fully signed amendments thereto.
5. The District's RFP and any written amendments thereto.
6. The Respondent's Response to the RFP and any authorized written amendment or clarifications thereto.

8.21 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Respondent's/Respondents' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by

reference into the District's contract with the Respondent.

8.22 Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by their relationship. The District is interested only in the results to be achieved, and conduct and control of the work will lie solely with the Respondent. The Respondent is not to be considered an agent or employee of the District for any purpose, and the employees of the Respondent are not entitled to any of the benefits that the District provides for its employees. The Respondent understands that the District does not intend to use the Respondent's services exclusively.

8.23 Mandatory Contract Provisions

Section 3 and 4 of this RFP establishes minimum mandatory contract provisions that must be incorporated in any agreement entered between the District and the Respondent, if awarded the project on this RFP. These mandatory provisions may only be amended at the sole discretion of the District. Additionally, these provisions may be amended if determined to conflict with the applicable tariffs on file with the Idaho Public Utilities Commission or other applicable codes, rules, or regulations on the date of contract execution.

8.24 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

8.25 Reseller Authorization

When applicable, Respondent must be able to produce upon request, evidence of reseller authorization from the hardware and/or software manufacture.

8.26 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

8.27 Service Provider Identification Number (SPIN)

Respondent must in have a valid SPIN at the time the proposal is submitted and must not be in 'red light' status with the Federal Communications Commission as listed here: <https://apps.fcc.gov/redlight/login.cfm>

8.28 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, NCCE shall publish an addendum the Schools and Libraries Division EPC system.

8.29 Taxes and other fees

West Ada School District is exempt from state and federal sales, income, and excise taxes. These should not be included in your proposal.

8.30 Terms of Validity

Proposal should be valid for a period of 180 days or the date of the FCDL, whichever is greater.

8.31 Use of Subcontractors

The Respondent shall, in all cases, serve as the sole point of contact with regard to any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Respondent.

8.32 Respondent Prime Contractor Responsibility

If a Respondent's proposal includes equipment, software, or services to be supplied by entities other than itself, it is mandatory for the proposing Respondent to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The Respondent acting as the prime contractor must be the sole point of contact with regard to contract stipulations, including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The Respondent acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor. The prime contractor must be the authorized reseller of all provided equipment and services and ensure that such equipment and services are provided with all warranties. The District may require proof of reseller authorization.

8.34 Withdrawal of Proposal

The Respondent may withdraw their proposal from consideration at any time prior to the bid opening by contacting Eric Chambers at echambers@ncce.org.

8.35 Idaho Public Works License

Per Idaho Code 54-1902 the successful proposer must, at the time their proposal is submitted, possess a valid Idaho Public Works License at a level commensurate with the value of the project.

8.36 Employment of Residents of Idaho – Wage Scale – Federal Funds

Per Idaho Code Idaho Code 44-1001 all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except for procurement authorized in section 67-2808(2), Idaho Code, or where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in such a case employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged members of the United States armed forces, including airmen, soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

8.37 Required Insurances

Within five (5) days of notification of award (or such other time as designated by Purchasing), the apparent successful Vendor will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There is no provision for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your quote to be declared non-responsive or for your Contract to be canceled.

The successful vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	\$1,000,000 each occurrence \$1,000,000 aggregate
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

Vendor shall carry liability and property damage insurance that will protect it and the District from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Vendor shall maintain workers compensation and employer's liability insurance. Vendor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Vendor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Vendor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the District. All insurance policies and certificates must be signed copies. After work commences, the Vendor will keep in force all required insurance until the Contract is terminated.

Vendor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Products and Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.38 Notice of Cancellation or Change

Vendor shall ensure that should any of the above described policies be canceled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the District in accordance with the policy provisions.

8.39 Reporting Provisions Non-Compliance

Vendor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District, and its schools, officers and employees.

8.40 Waiver of Subrogation

All policies shall contain waivers of subrogation. The Vendor waives all rights against the District and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the District.

8.41 Proposal Guarantees, Performance and Payment Bonds

A surety bond, certified check or cashier's check in the amount of five percent (5%) of the total Proposal, if over \$50,000.00, shall accompany each Proposal. The bond or check of all Proposers will be retained until the award is made to the successful Proposer, a contract is entered into and the Proposer furnishes a 100% Performance Bond and 100% Payment Bond.

Should a Proposer fail to enter into a contract or not furnish the required Performance Bonds within five (5) business days after his proposal has been accepted by the Notice of Acceptance, his bond guarantee will be forfeited to the District as liquidated damages, not as penalty.