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# Request for Proposal

ELEMENTARY BUILDING HEAD END LAYER 3 SWITCHES

BUTTE SCHOOL DISTRICT

REVISED 02/04/2019

18-19



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## SECTION I - INTRODUCTION

This Request for Proposal (RFP) will serve as notice that the Butte School District #1 Board of Trustees (subsequently referred to as “the District” or “the Board”) will seek and accept proposals for Elementary Building Head End Layer 3 Switches as specified in this document. Proposals shall be due **March 8, 2019 by 4:00 P.M. MDT** from qualified firms. The District is seeking a “consolidated response” to this RFP, meaning a responsive proposal must include all services requested by the District from a single qualified firm. The firm may employ subcontractors and/or partners to provide all requested products and services identified in this RFP.

Interested firms shall submit a response to this RFP per the requirements and directions provided herein. A contract will be awarded based on a responsive proposal’s ability to meet District goals, price, features, and quality of professional services, based on an evaluation process outlined herein. **The District expressly reserves the right to reject any or all proposals, to waive any or all informalities, and to act in the best interests of the District.**

This RFP may be obtained at the vendor conference or from the District Curriculum Building located at:

Butte Public Schools  
119 N. Montana  
Butte, MT 59701



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## SECTION II - REQUEST FOR PROPOSAL PROCESS

### 2.1 Request for Proposal Authorization

This Request for Proposal (RFP) is issued in accordance with Section 18-4-304, Montana Codes Annotated (MCA) and administrative Rules of Montana 2.5.602 (ARM).

The RFP process is a procurement option allowing the award to be based on stated criteria and evaluation factors. The RFP states the relative importance of all evaluation factors. No other evaluation criteria, other than as outlined in this the original Request for Proposal, will be used.

### 2.2 Clarification and Interpretation of this RFP

The words “must” or “will” or “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal. There are other requirements that the District considers critical but not mandatory. Therefore, it is important that bidders respond in a brief but concise manner to each section of this document. Failure to do so may be grounds for rejection of the proposal as non-responsive.

### 2.3 Incurred Costs

The District is not liable for any of the vendors’ costs incurred in developing and submitting a proposal, or subsequent participation in an interview prior to the issuance of a fully executed contract to the successful firm. No rights or obligations shall inure to any party until a contract is awarded and signed by all concerned parties.

### 2.4 Proposal Submission/Responsive Proposals

Firms submitting proposals shall respond to each item in SECTION IV - PROPOSAL REQUIREMENTS/EVALUATION after having reviewed the preliminary material. Responses submitted according to these specifications will be used to evaluate the proposal; the District shall not review any submitted extraneous material.

A firm submitting a proposal for review must submit **five (5) copies** of the proposal to be received no later than **March 8, 2019 by 4:00 P.M. MDT**. Proposals must be sealed and clearly labeled “**Elementary Building Head End Layer 3 Switches**” Proposals received after this time and date shall be considered non-responsive. **Faxed proposals and/or electronic transmissions will not be accepted.**

Proposals shall be submitted to:

Butte Public Schools  
Attention: Dennis Clague, Director of Business Affairs  
111 N. Montana  
Butte, MT 59701

### 2.5 Receipt of Proposals and Public Inspection

Upon receipt of the proposals, all information marked as 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 (see 2.10 Claims to Keep Information Confidential). All remaining proposal materials will be available for public inspection and copying. In addition, all meetings of the evaluation committee are open to the public for observation.

## 2.6 Initial Classification

All proposals will be initially classified as being responsive or non-responsive, according to ARM 2.5.602. If a proposal is found to be non-responsive, it will not be considered further.

## 2.7 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. Late proposals will not be opened and may be returned at the expense of the vendor or destroyed, if requested.

## 2.8 Right to Accept or Reject

The District expressly reserves the right to reject any or all proposals, to request additional proposals or information, or to waive any minor deficiency, technical variance or immaterial technicality at its sole discretion. Selection of the successful proposal shall not depend on price alone, but upon the ability of the firm to provide the service, equipment and supplies to meet the current and anticipated needs of the District and upon any other factors the District may regard as essential.

## 2.9 Claims to Keep Information Confidential

- 2.9.1 All information received in response to this RFP will be available to the public except for:
- (a) Trade secrets meeting requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
  - (b) Matters involving individual safety as determined by the District;
  - (c) Financial information requested by the District to establish vendor responsibility unless prior written consent has been given by the vendor, as set out in Section 18-4-308, MCA;
  - (d) Other constitutional protections.
- 2.9.2 In order for an offer or to request that material be kept confidential, 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 the firm'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. The affidavit form is available at the State Procurement Bureau.
  - (d) Vendors 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.
- 2.9.3 Documents not meeting all requirements of (2.10.1) and (2.10.2) will be available for public inspection, including copyrighted material.

## 2.10 Questions about this RFP

All questions from interested firms must be submitted in writing at least five (5) working days prior to the proposal due date. If the response to a question shall materially impact the intent of the RFP, the District shall respond in writing to the inquiries and provide all vendors of record with the question and the responses two (2) working days prior to the closing date for the proposal.

Questions should be directed to Cory Woolverton:

Cory Woolverton  
119 N. Montana St.  
Butte, Montana 59701  
(406) 533-2207 Business phone

[cwoolverton@bsd1.org](mailto:cwoolverton@bsd1.org)

Questions may be submitted electronically via electronic mail at the email address shown above. Submitted Questions that shall materially impact the intent of the RFP and their responses will be provided to all vendors of record via electronic email. Every effort will be made to provide a single response at the end of the business day to all questions asked during the day. Responses to questions asked after the close of the business day will be included with questions asked on the next business day.

## 2.11 Schedule of Events

Vendor Conference	None
Proposal Due Date	March 8th, 2019 by 4:00 P.M. MDT
Contract Award	By March 19th, 2019 (anticipated)

## 2.12 Evaluation Process

Butte School District personnel will review and evaluate proposals based on the stated criteria. Discussions may be conducted with responsible vendors for the purpose of clarification to assure understanding of responsiveness to requirements. Vendor will be provided fair and equal treatment with respect to opportunity for discussion. The evaluation committee shall present their recommendation to the Butte School District Board of Trustees for approval. A copy of the evaluation matrix can be found in section 4.3 Evaluation Criteria.

## 2.13 Award and Written Contract

Award will be based on responses to the District goals and evaluation. A written formal contract between the successful firm and the District will be negotiated and executed. The laws of the State of Montana shall govern in connection with the formation, performance and legal enforcement of any resulting contract. If any discrepancy arises between the vendor's form contract and the proposal, the terms in the proposal shall prevail. Failure of the vendor to accept obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument may result in cancellation of the award. The parties agree that any litigation concerning this proposal or subsequent contract must be brought forth in the court of the place of business of the District and each party shall pay its own costs and attorney fees.

If a negotiated agreement cannot be met within ten (10) calendar days, the District reserves the right to reject the proposal and to enter into negotiations with other responsive firms.

## 2.14 Price

The price quoted will include all costs including but not limited to the complete installation, training, project management, and acceptance testing of all services procured through this RFP process.

Bidders shall submit a descriptive summary of all proposed services, including manufacturer, model, and software version level of the equipment. Bidders must describe general and specific features of the proposed services, including features, capacities, limiting factors, and optional characteristics. System capacity limitations for all features and functions must be stated and described in detail. These capacities must include, but are not limited to, the quantity of items needed to make a complete service.

Bidders shall include an overview of all proposed service capabilities including capacities and expansion capabilities.

Vendors must supply an itemized list of requested services and equipment including all common, and auxiliary equipment necessary for the successful operation of the requested services, such as: equipment cabinets, distribution frames, rack mount units including size of each unit, and power requirements. Also, list the number of ports initial configuration and show the number of spare ports and, or slots remaining for expansion on each type of card and cabinet.

All requested services equipment shall be included in the quoted prices.

The price of proposed services must include all services necessary to accomplish a turn-key installation, end-user and administrative training, user guides for all users, a technical owner's manual, and a technical administrator's programming & maintenance manual. All manuals and training material are also required on CD.

### **2.15 Duration of Offer**

This proposal will be purchased with the help of ERATE funding. The accepted proposal must be valid until funding has been approved and the purchase timeline as arrived, and allows for purchase.

### **2.16 Contract Duration**

The District is seeking to enter into a contract until the completion of the project. The project competition will be based on phases described later in the proposal.

### **2.17 Workers' Compensation/Independent Contractors Exemption**

The successful vendor is required to supply the School District Business Office with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the District (Ref: Section 39-71-120/401-405, MCA). The proof of insurance/exemption must be valid for the entire contract period and must be received by the District within ten (10) working days of the issuance of a Notice of Award.

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, Employment Relations Division (406-444-7734).

### **2.18 Insurance Requirements**

The successful vendor is required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the contractor, its agents, representatives, employees, and subcontractors under the agreement. This insurance shall cover claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The successful vendor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance, with limits of not less than \$500,000.00 combined single limit per claim and \$1,000,000.00 aggregate single limit per year.

This certificate MUST name Butte School District #1 as an additional insured under the vendor's policy. A certificate of Insurance indicating compliance with the required coverage shall be provided within ten (10) working days of Notice of Award.

The successful vendor shall keep himself informed of, and shall comply with, all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting the work. The successful vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

The successful vendor shall pay for all applicable taxes, royalties and license fees. The successful vendor shall defend all suits or claims for infringement of any patent rights and save Butte School District #1 harmless from loss when a particular process, design or the product of a manufacturer or manufacturers is specified by the successful vendor.

Any mediation, arbitration, or litigation arising from this RFP or Agreement shall be heard or filed in the Second Judicial District in and for Butte School District #1, interpreted according to the laws of the State of Montana and each party shall pay its own legal fees and costs. The contractor is required to comply with all applicable Federal, State, and Local government regulations and fair labor standards.

### **2.19 Hold Harmless/Indemnification**

The successful vendor agrees to protect, defend, and save the District, its elected officials and appointed officials, agents, and employers, 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 favor of the successful vendor's employers 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 omissions of the successful vendor and/or agents, employers, representatives, assigns, subcontractors, except the sole negligence of the District under this agreement.

### **2.20 Federal E-Rate Program**

Vendor must be qualified to participate in the Federal E-Rate funding program. Vendor shall include their Service Provider Identification Number [SPIN] within the letter of transmittal. Information about the program may be obtained from the Schools and Libraries Corporation at their web site ([www.slcfund.org](http://www.slcfund.org)).

All bidders responding to this request must participate in the FCC E-rate discount program and provide their SPIN. Not all equipment included in this RFP may qualify for e-rate discount, but is the bidder's responsibility to provide a solution that optimizes the E-Rate discounts while meeting the requirements of this Request for Proposal.

### **2.21 Intellectual Property**

All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the District for royalty-free and nonexclusive licensing. The successful vendor 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 royalty-free, nonexclusive and irrevocable right to produce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

### **2.22 Shipping**

Supplies shall be shipped prepaid, F.O.B. Destination, unless contract specifies otherwise. All shipments and deliveries should be made to the District warehouse provided that the Vendor has made arrangements to unload and store such deliveries with the District. The District shall take no responsibility for shipments, delivery, storage, or unloading of such shipments and will not be responsible for any losses or damages that may result from Vendor's

failure to make adequate provisions. All equipment, supplies, and materials required for this project will remain the property of the Vendor until properly installed and accepted by the District's Project Director.

## 2.23 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, the District is allowed thirty (30) days to pay such vendors.

## 2.24 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. Registration with the State of Montana Secretary of State can be obtained by calling the Office of the Secretary of State at (406) 444-3665, or by visiting their website <http://www.state.mt.us/sos>.

## 2.25 Contractor Representative

Contractor shall designate a person to act as the successful vendor's representative with respect to the services to be performed under a resulting contract from this RFP.

## 2.26 Vendor Qualifications

Butte School District #1 may make such investigations as deemed necessary to determine the ability of the vendor to perform the work. Butte School District #1 reserves the right to reject any RFP if the evidence submitted by, or investigation of, such vendor fails to satisfy Butte School District #1 that the vendor is properly qualified to carry out the obligations of the contract.

In evaluating the capabilities of a vendor to perform the work contemplated herein, the following criteria should be met. (Note: Each item should be thoroughly addressed by the vendor. Taking exception to any requirements listed in this Section may disqualify the RFP).

The vendor must:

- (a) Supply evidence that they have successfully installed and satisfactorily maintained three (3) similar type services for twelve (12) consecutive months preceding the issuance of this RFP. Provide references including customer name, address, telephone number, contact person(s), type of service and the installation date for each service.
- (b) Supply evidence that the vendor has been doing business for thirty-six (36) consecutive months preceding the issuance of this RFP.

## 2.27 Contingencies

Vendor bidders, before submitting their bid, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution and include in their bid all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system notwithstanding that every item or contingency is not specifically mentioned herein.

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## 2.28 Omissions

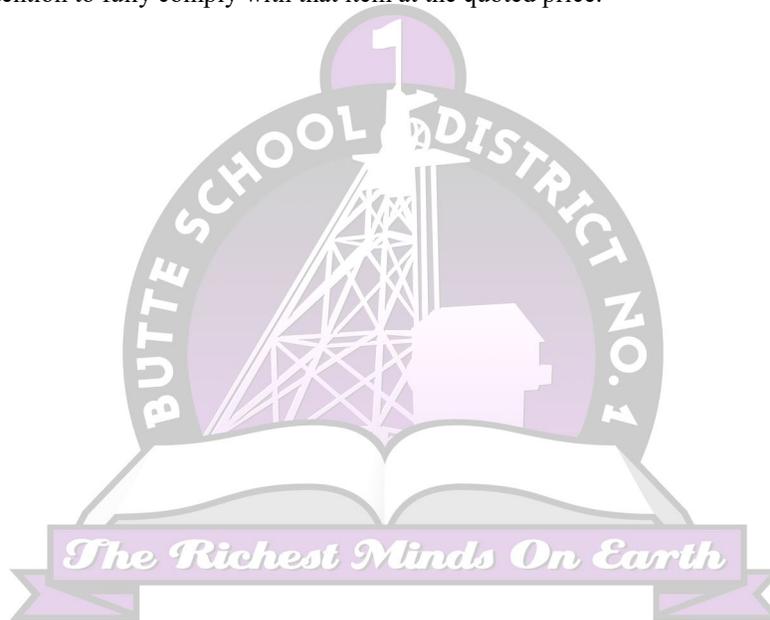
Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## 2.29 Permits and Codes

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

## 2.30 Special Note

Each responding bidder is advised to read this RFP carefully. Any and all exceptions to an item in this specification MUST be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.



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## SECTION III - CURRENT DISTRICT INFRASTRUCTURE

### 3.1 Installation

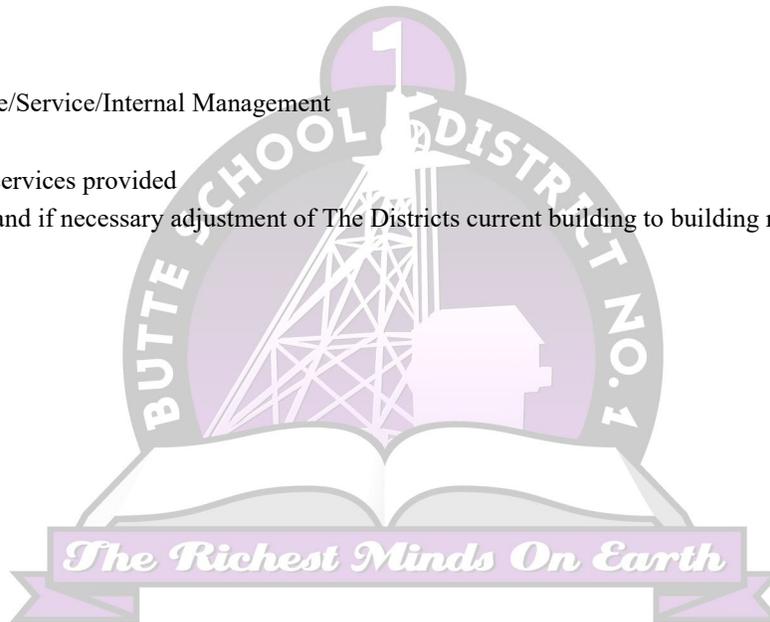
The vendor shall utilize trained, experienced and properly credentialed personnel to assist The District's Network Specialist with install and test of the services. Industry accepted standards shall be followed. The resulting service shall be neat in appearance, durable and fully documented.

- All work and materials comply with applicable State and Federal Laws, municipal ordinances and regulations. If code violations occur, the vendor shall correct the deficiencies or situations at no cost to Butte School District #1.

### 3.2 Project Goals and Objectives

The District's Goals and Objectives are to design and implement a District-wide stable, cost effective Elementary Building Head End Layer 3 Switching platform that includes all of the necessary following solution components:

- Hardware
- Software
- Maintenance/Service/Internal Management
- Ease of Use
- Support of services provided
- Evaluation and if necessary adjustment of The Districts current building to building routing.



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## SECTION IV - PROPOSAL REQUIREMENTS/EVALUATION

### 4.1 Letter of Transmittal (1 page)

- Written on official vendor letterhead
- Signed by representative authorized to represent the company
- Includes company contact information:
  - Name
  - Address
  - Phone Number
  - Fax Number
  - Email Address
- E-Rate Service Provider Information [SPIN]

### 4.2 Level of Compliance

In preparing your response to this RFP, indicate the level of compliance with:

- “**Acknowledge.**” – The bidder has read and understood the information provided; however, no action is required of the bidder.
- “**Comply.**” – The bidder will meet the specifications.
- “**Partially Comply.**” – The bidder will meet the specification; however, the manner in which it is accomplished may be different from that specified by the District. Always provide clarifying information.
- “**Exception.**” – The bidder will not meet the specification. Please provide an alternative when possible.

### 4.3 Head Switch Requirements

#### 4.3.1 Bandwidth Requirements

The connection shall provide a minimum of 10 Gbps of Redundant Ethernet each of the 6 elementary school buildings. This is a minimum requirement for requested service and shall be the baseline provided within the proposal.

The circuit provided shall be capable of delivering the bandwidth via a network handoff to the District’s pair of Cisco Nexus C9396PX core switches, in the event of a switch or port failure the traffic must be able to failover automatically to the still active core switch.

The Districts Core switches each have available SPF+ ports, capable of 10 Gbps connections. It is The Districts intent that both fiber links will be active – active, and traffic load balanced across the links to achieve full bandwidth to and from each building.

**4.3.2 Transport to Switches**

The District currently has 2 pair of single mode fiber routing out of the Data Center to each building, each pair travels in the city in opposite directions for total path redundancy. Fiber transceivers must be supplied by vendor and meet distance requirements in the table below, for both the proposed switch and existing core Nexus switch connections. It is acceptable to quote Branded and/or Generic fiber transceivers.

	West Leg Optical Distance (Meters)	East Leg Optical Distance (Meters)
Emerson Elementary	7,213	15,084
Hillcrest Elementary	12,089	9,968
Kennedy Elementary	3,594	6,564
Margaret Leary Elementary	12,704	16,000
Whittier Elementary	10,985	10,064
West Elementary	6,606	18,640

**4.3.3 POE (Power over Ethernet)**

The proposed switches must be POE+ capable switches with appropriate power supplies.

**4.3.4 Routing**

The District currently utilizes EIGRP routing between building and back to the Core switches. The proposed switches must be capable of, and licensed for EIGRP routing protocol, and Layer 3 Multi-cast routing. Currently each district building is responsible for the routing off all traffic inside the networks located in each building.

**4.3.5 Fault Tolerance**

The proposed solution must describe and demonstrate that appropriate routing is used so that in the event of a failure network services will be fault tolerant to the buildings, and traffic will automatically re-route to still active switch.

The proposed Head Switches must have redundant power Supplies, this can be accomplished via redundant Power Supplies.



**4.4 Service/Maintenance/Technical Support**

4.4.1 Describe warranty for all hardware and software components.

4.4.2 Describe experience and qualifications of vendor’s maintenance and engineering force.

**4.5 Price Proposal**

The proposal must contain all pricing – One-time Non-Recurring Costs (NRC) as well as Recurring Costs (RC) – including professional services, hardware and software maintenance, and support services for all proposed services and equipment.

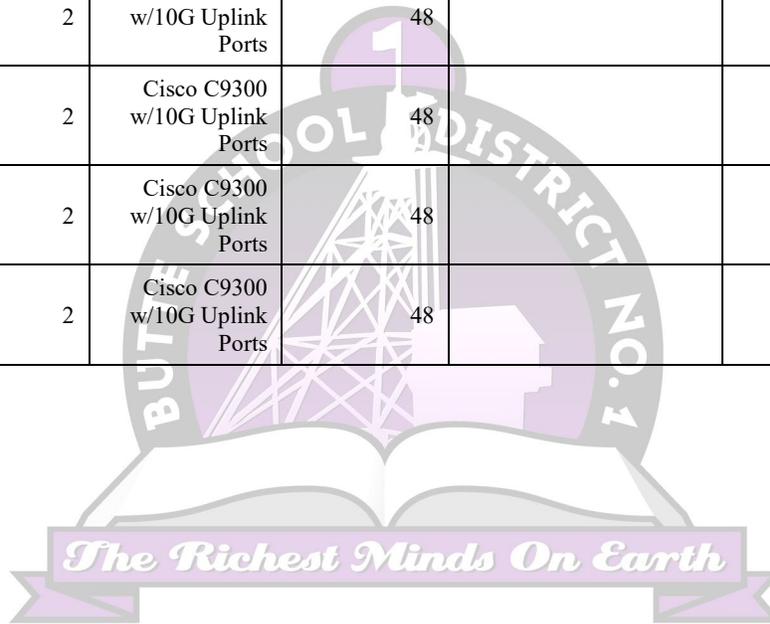
All pricing information must be provided in the following cost analysis tables. Additional information may be supplied by the bidder and will be considered along with the information provided within these cost analysis tables. For those bidders submitting multiple proposals, each proposal must contain its own cost analysis tables and may not refer to other proposals submitted by the same bidder.

Failure to submit pricing in the cost analysis tables may be grounds for classifying a proposal as non-responsive.

4.5.1 Template Costing Table

Please use the table below as a template of the switches being requested. If a different model is to be submitted the bid must be accompanied by a description of the proposed switch with an explanation of why the proposed switch would be a better choice. Any proposed replacement model must be equivalent or better performance than the ones specified below. A quantity of 2 is specified below to accomplish redundancy. All switch pricing must include the components required to for a Switch Stack, with Stack Power.

School	Quantity	Description	Number Ports / Per	Cost Per Item	Total
Emerson	2	Cisco C9300 w/10G Uplink Ports	48		
Hillcrest	2	Cisco C9300 w/10G Uplink Ports	48		
Kennedy	2	Cisco C9300 w/10G Uplink Ports	48		
Margaret Leary	2	Cisco C9300 w/10G Uplink Ports	48		
Whittier	2	Cisco C9300 w/10G Uplink Ports	48		
West	2	Cisco C9300 w/10G Uplink Ports	48		



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## 4.6 References

Provide at least three (3) references of installations of similar size and scope. The purpose of contracting references is to verify reliability of the services, relationships with vendor and technicians, and to discuss system features. Each reference should include the following minimum information:

- Contact Name
- Business Name
- Address, Phone, Fax and Email
- Approximate number of system users
- Number of facilities/buildings

