

REQUEST FOR PROPOSALS

for

**Internet, Dark Fiber/IRU, and
Wide Area Network Services**

Proposal Opening Date: December 21, 2018

Proposal Opening Time: 2 p.m.

**Montgomery County Library and Information Network Consortium
(MCLINC)**

November 2018

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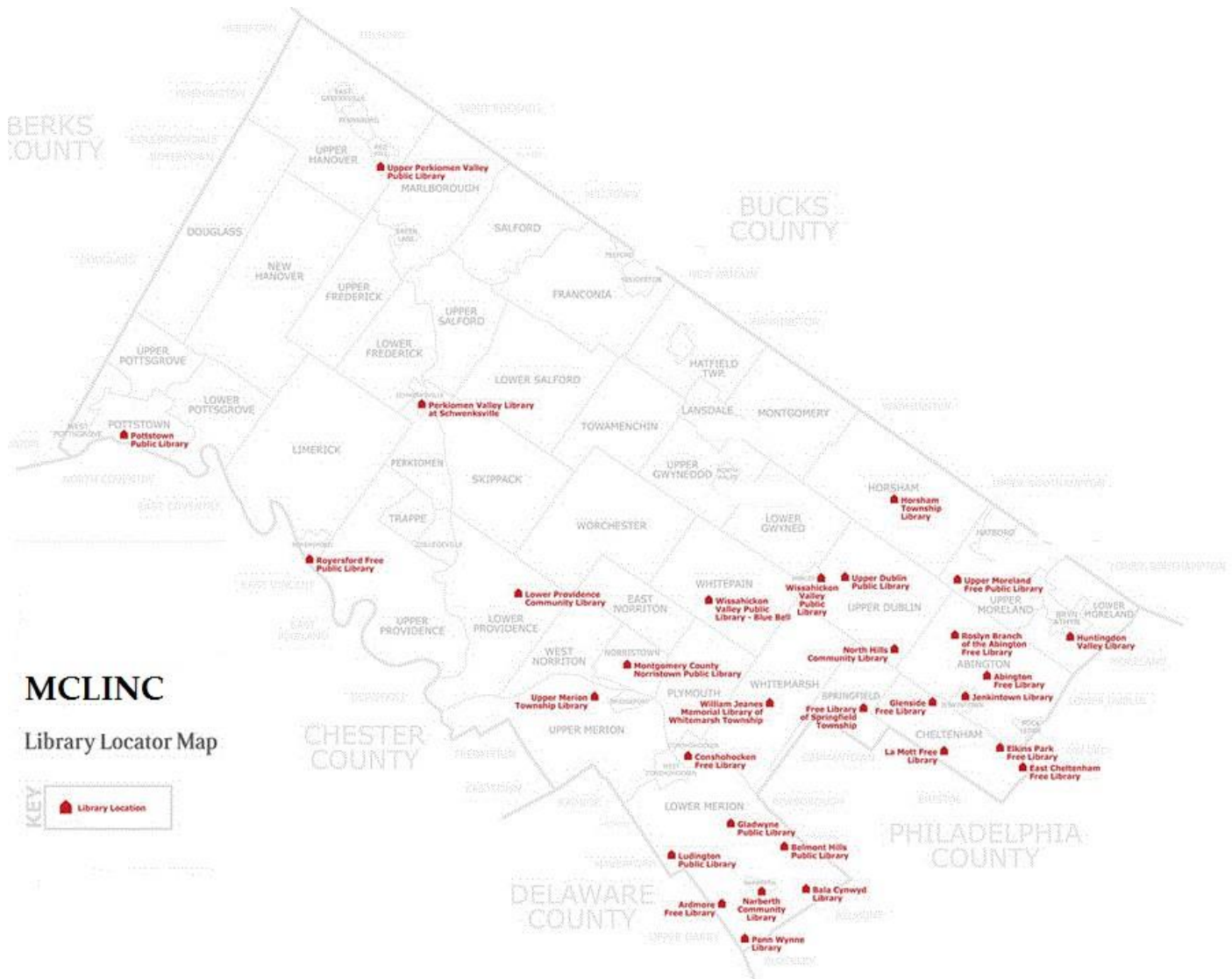
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PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1. Background

Founded in 1995, the Montgomery County Library Information Network Consortium (MCLINC) is a 501c3 cooperative organization made up of 31 diverse public library locations. It was created to assist those libraries in delivering services to the residents of Montgomery County.



MCLINC's mission is to enable independently governed and funded libraries to cooperatively purchase and operate automation services, provide public Internet access, and share resources for the benefit of their patrons. MCLINC member libraries are located in different municipalities and may have one or more branches. Four bookmobile units are also a part of the consortium.

Aside from annual discount reimbursements, received through participation in the Schools and Libraries Universal Service Fund (E-rate), MCLINC receives no significant ongoing grant support. MCLINC does not receive direct state, county or local funding. MCLINC network costs are covered by member dues.

Each member library offers public access computing from library-owned computers and offers free Wi-Fi for patrons with their own device. During 2017, member libraries circulated 4.2 million items, and 625,000 items were shipped between libraries in the consortium. All basic library functions for member libraries (including checking material in and out, inventory, managing fines and fees, reserving and requesting material and so on) takes place via a Polaris integrated library system managed by MCLINC.

2. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified proposers interested in providing Internet Service and either Dark Fiber services (Leased or indefeasible right of use (IRU); with managed services) or fully-managed Wide Area Network (WAN) services (Lit Fiber services) to meet the increasing bandwidth requirements of the MCLINC member libraries. MCLINC is particularly interested in scalable solutions that will allow member libraries to upgrade services in response to demand.

MCLINC intends to seek E-Rate reimbursements for all E-Rate eligible products and services in this proposal.

3. Definitions

- A. Shall - The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should - The term “should” denotes desirable.
- E. Contractor/Service Provider - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of MCLINC authorized to participate in any contract resulting from this solicitation.
- G. Commonwealth or State - The Commonwealth of Pennsylvania.

4. Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP posted to USAC or emailed to prospective proposers</i>	<i>November 16, 2018</i>
<i>Pre-Proposal Conference</i>	<i>Not Applicable</i>
<i>Deadline to receive written inquiries</i>	<i>November 30, 2018</i>
<i>Anticipated date to answer written inquiries</i>	<i>December 11, 2018</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>December 21, 2018</i>
<i>Notice of Intent to Award to be mailed</i>	<i>January 21, 2019</i>
<i>Contract Negotiation Initiation</i>	<i>January 21, 2019</i>
<i>Service Initiation</i>	<i>July 1, 2019</i>

NOTE: MCLINC reserves the right to deviate from these dates.

5. Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 7, below, for the RFP Contact.)

All proposals shall be received by MCLINC **no later than the date and time shown in the Schedule of Events.**

Clearly mark outside of envelope, box or package with the following information and format:

MCLINC

Proposal for Internet, Dark Fiber/IRU, and Wide Area Network Services

December 21, 2018, 2 p.m.

Proposals may be mailed or delivered by hand or courier service to:

Montgomery County Library & Information Network Consortium
301 Fayette Street, 2nd Floor
Conshohocken, PA 19428

Proposer is solely responsible for the timely delivery of its proposal and ensuring that its courier service provider makes inside deliveries to our location. MCLINC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Failure to meet the proposal opening date and time shall result in rejection of the proposal.

6. Proposal Response

Proposal Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with MCLINC. By

signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Commonwealth law. The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit.

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
 - Exhibit an understanding of the project and highlight the approach.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with MCLINC. The proposer must complete the attached Fiber Pricing Matrix Workbook (Attachment B) and provide pricing for each proposed Service Option in the appropriate worksheet.

Number of Response Copies

Each Proposer shall submit one (1) complete electronic version of their proposal via email to erate@ctcnet.us by 2 p.m. on December 21, 2018.

The subject line of the email must include "MCLINC E-rate RFP RESPONSE – [INSERT PROPOSER NAME]."

Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, MCLINC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the MCLINC's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify MCLINC and hold MCLINC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order MCLINC to disclose the information. If the owner of the asserted data refuses to indemnify and hold the MCLINC harmless, MCLINC may disclose the information.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

7. Proposal Clarifications Prior to Submittal

Pre-proposal Conference

A pre-proposal conference will not be conducted for this RFP.

Proposer Inquiries/Questions

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 4, above). Initial inquiries shall not be entertained thereafter.

Protests with regard to the specification documents will not be considered after proposals are opened.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any MCLINC employee or MCLINC consultant. MCLINC shall only consider written and timely communications from proposers.

Inquiries shall be submitted via email to erate@ctcnet.us by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by MCLINC. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

8. Errors and Omissions in Proposal

MCLINC will not be liable for any error(s) in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: MCLINC reserves the right to make corrections or clarifications due to patent errors identified in proposals by MCLINC or the Proposer. MCLINC, at its option, has the right to require clarification or additional information from the Proposer.

9. Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to MCLINC.

10. Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by MCLINC pursuant to the RFP.

11. Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by MCLINC to award a contract. MCLINC reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of MCLINC to do so.

Failure to submit all information requested may result in MCLINC requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

12. Ownership of Proposal

All materials submitted timely in response to this request become the property of MCLINC. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by MCLINC and not returned to proposers. Any copyrighted materials in the response are not transferred to MCLINC.

13. Cost of Offer Preparation

MCLINC is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by MCLINC.

14. Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

15. Taxes

Any taxes, other than state and local sales and use taxes, from which MCLINC is exempt, shall be assumed to be included within the Proposer's cost, including any USF fees.

16. Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, MCLINC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

17. Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. MCLINC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

18. Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the Commonwealth of Pennsylvania, the contractor shall have obtained a certificate of authority pursuant to Commonwealth Law prior to the execution of the contract.

19. Use of Subcontractors

Each Proposer shall serve as the single Prime Contractor/Service Provider for all work performed pursuant to its contract. That Prime Contractor/Service Provider shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

20. *Written or Oral Discussions/Presentations*

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. MCLINC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance MCLINC's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

21. *Acceptance of Proposal Content*

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

22. *Evaluation and Selection (see Part III Evaluation)*

Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to MCLINC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and MCLINC may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed and approved by MCLINC's legal counsel prior to issuance of a Notice to Proceed (or purchase order, if applicable to complete the process).

Contract Award and Execution

MCLINC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by MCLINC.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract (Attachment F) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, MCLINC may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to MCLINC, price and other factors considered.

MCLINC does not rule out making multiple awards.

This project is contingent upon MCLINC member libraries receiving all requested E-rate support (after confirmation of receipt of a Funding Commitment Decision Letter (FCDL) for the subject funding year). Approval of E-Rate funding for all elements of the Provider's proposal is necessary before any service contract between Provider and MCLINC shall become effective.

Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by MCLINC, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of MCLINC, MCLINC may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

MCLINC shall notify all unsuccessful Proposers as to the outcome of the evaluation process.

Insurance Requirements

Proposer shall furnish MCLINC with certificates of insurance affecting coverage(s) required by the RFP (see Attachment E). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by MCLINC before work commences. MCLINC reserves the right to require complete certified copies of all required policies, at any time.

Subcontractor Insurance

The winning Proposer/Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

Indemnification

The winning Proposer/Service Provider agrees to indemnify, defend, and hold harmless MCLINC from any and all losses, damages, expenses, or other liabilities, including but not limited to or connected with any claim for personal injury, death, property damage or other liability that may be asserted against MCLINC by any party which arises or allegedly occurs in performing its obligations under this Agreement.

The winning Proposer/Service Provider, its agents, employees and insurer (s) hereby release MCLINC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Proposer/Service Provider, its agents or

insurers may sustain incidental to or in any way related to Proposer/Service Provider's operations under this Agreement.

Payment for Services

MCLINC shall pay the selected Proposer/Contractor/Service Provider in accordance with the Pricing Schedule set forth. The Proposer/Contractor/Service Provider may invoice the department monthly at the billing address designated by the department. Payments will be made by MCLINC within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract number and detailed lists of product/services provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Termination

Termination of this Agreement for Cause – MCLINC may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that MCLINC shall give the Contractor/Service Provider written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor/Service Provider shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then MCLINC may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor/Service Provider may exercise any rights available to it under Pennsylvania Law to terminate for cause upon the failure of MCLINC to comply with the terms and conditions of this contract; provided that the contractor shall give MCLINC written notice specifying MCLINC's failure and a reasonable opportunity for MCLINC to cure the defect.

Termination of this Agreement for Convenience – MCLINC may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor/Service Provider of such termination or negotiating with the Contractor/Service Provider an effective date.

The Contractor/Service Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing MCLINC to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are supported by E-Rate funds, MCLINC shall have the right to terminate the contract or any issued Task Order for which funding is not approved or is terminated.

Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of MCLINC.

No Guarantee of Quantities

MCLINC library sites identified in the RFP represent the planned scope (quantity and location) where services will be required during the term of the contract. In the event library sites are added or removed from the network, the right is reserved by MCLINC to increase or decrease the quantity of services stated in the proposal.

MCLINC does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Audit of Records

MCLINC or others so designated by MCLINC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

Civil Rights Compliance

The Contractor/Service Provider agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor/Service Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this RFP, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor/Service Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this RFP.

Record Retention

The Contractor/Service Provider shall maintain all records in relation to this contract for a period of at least five (5) years.

Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor/Service Provider in connection with the performance of the services contracted for herein shall become the property of MCLINC, and shall, upon request, be returned by Contractor/Service Provider to MCLINC, at Contractor's/Service Provider's expense, at termination or expiration of this contract.

Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's/Service Provider's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's/Service Provider's Proposal.

Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of MCLINC.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor/Service Provider change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Substitution of Personnel

MCLINC intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor/Service Provider or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to MCLINC for approval prior to any personnel substitution. It shall be acknowledged by the Contractor/Service Provider that every reasonable attempt shall be made to assign the personnel listed in the Contractor's/Service Provider's proposal.

Governing Law

All activities associated with this RFP process shall be interpreted under applicable Commonwealth of Pennsylvania law.

Claims or Controversies

Any Proposer who believes they were adversely affected by MCLINC's procurement process or award, may file a protest. It must be submitted in writing to the Executive Director of MCLINC and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

MCLINC will take action on protests within fifteen (15) days of the receipt thereof. MCLINC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the executive director. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other

proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

PART II. SCOPE OF WORK/SERVICES RESPONSE CRITERIA

1. Scope of Work/Services

Detail pertaining to the scope of work can be found in Attachment A.

2. Period of Contract

The Project Implementation Phase of this contract will begin with the issuance of the Notice to Proceed. Internet services must be available on July 1, 2019. Length of contract will depend on the chosen options under contract.

Price Schedule

Prices proposed by the proposers should be submitted on the Fiber Pricing Matrix Workbook Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor/Service Provider wishes MCLINC to consider for proposed services (items, etc.), including all applicable fees. Prices shall include delivery of all items F.O.B. destination.

3. Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

See Attachment A for information related to the deliverables required for this procurement.

4. Proposal Elements

Financial

The Proposer must complete the attached Fiber Pricing Matrix Workbook (Attachment B and provide pricing for each Service Option proposed in the appropriate tab. Proposer shall provide, in their own format, a breakdown of special construction charges (trenching, conduit material, etc.) that will pertain to this project.

Note that the eligibility requirements for reimbursement of special construction and services have changed as of funding year 2016. See the FCC Second E-rate Modernization Order for more information. New fiber special construction charges for lit service, IRU, or self-provisioned fiber projects as defined by the order include construction, design, engineering, and project management.

Background of Proposer

Each Proposer should address how the firm will meet all the requirements of this RFP, by providing the following:

Company Overview:

Provide a brief history of the firm including the number of years providing similar services, number of years in business, and the organizational structure. Identify any proposed subcontractors.

Company Qualifications:

Provide qualifications in each of the options proposed including specific project details, design approach, and results and benefits. Provide qualifications of any proposed subcontractors.

Personnel:

Provide a detailed resume for the proposed Project Manager including specific relevant project experience. A Project Management Professional (PMP) certified project manager is preferred but MCLINC will consider a project manager with equivalent experience and background including at least five years of project management experience in fiber networks.

Provide resumes of other key personnel, including subcontractors. Resumes should illustrate experience relevant to the proposed option. (Note that a proposer will be fully responsible for all work and actions of its subcontractors and the subcontractor's employees and agents. The Proposer shall be solely responsible for the completion of all work and services provided, notwithstanding the proposer's use of subcontractors or agents.)

Provide anticipated MCLINC responsibilities.

E-Rate Compliance:

Proposers are required to be registered with USAC and have a USAC-issued Service Provider Identification Number (SPIN/498 ID) upon award of the contract and prior to submission of the Form 471. Proposals should include the proposer's current SPIN/498 ID number. If proposer does not have a current SPIN/498 ID as of the date RFP responses are due, the proposer MUST show evidence they are in the process of obtaining a SPIN/498 ID in their response to this proposal. More information about obtaining a SPIN/498 ID and participating in E-rate can be found at this website: <http://www.usac.org/sp/about/getting-started/default.aspx>

Provide information regarding any point at which the Proposer was placed on "red light" status by the FCC, either currently or at any time during the prior 10 E-rate funding years.

References

Provide at least three references from clients within the past five years, preferably for work covered by E-rate including libraries. If responding to more than one service option (e.g., lit fiber service as well as leased dark fiber or IRU), provide at least three references for each option. Reference information shall include contact information (name, address, phone, and email), a short description of the project, and whether or not the work was covered by E-rate.

Scope of Services Response

For each service option proposed, provide the following:

- Point-by-point response to each requirement in the technical section of Appendix A. Indicate compliance and if taking exception to any point, please clarify the reason for the exception and provide an alternative. The Proposer should explain the benefit of the exception and how the proposed alternative meets the intention of the original specification. If the Proposer does not make clear that an exception is being taken, this will be deemed to mean that the Proposer is responding to, and will meet, the specification as written.

- Written description of the approach to provide network and other applicable services (network management, etc.). Provide accompanying diagrams, maps, fiber routes, or other applicable graphics. Describe how the solution meets or exceeds the Option's specifications defined in the Attachment A as applicable.
- Detailed schedule in a Gantt chart that includes tasks and milestones, and shows the critical path from project initiation through final acceptance.
- Project management approach.
- Quality assurance/quality control methods.
- Potential areas of risk, and proposed mitigation approaches.
- Warranty and maintenance approach.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes MCLINC to consider.

PART III. EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to MCLINC, not on the basis of what may be inferred.

Criteria	Description	Weight
Cost	How cost-effective is the proposed solution?	35%
Technical	Will the solution meet MCLINC's needs over the course of three years?	30%
Experience and Capabilities	Does the provider have the experience needed to make the solution work? Can implementation be carried out in a timely manner?	20%
E-rate	Does the provider have a SPIN? Are they E-rate knowledgeable? Have they provided E-rate services in the past?	10%
Compliance	Does the proposal include all the required elements? Has it addressed all considerations outlined in the RFP?	5%

1. Total Cost of Services

Proposals will be evaluated based on the total cost of service over the years designated, including, as applicable to the option, special construction and non-recurring costs (NRC), monthly recurring costs (MRC), and any and all services that will be provided on a monthly recurring basis.

2. Technical Solution and Ability to Fulfill the Scope of Work

Proposals will be evaluated based on the ability of the proposed technical solution to fulfill the Scope of Work. Proposers are expected to provide the highest level of compliance to all requirements laid out in their proposal and propose proven technical solutions that have been successfully implemented in other locations. Offerors shall demonstrate a track record of successfully working with library networks or similar government entities to provide high-quality, affordable solutions and exemplary ongoing service.

The proposed plan will provide insight into the estimated overall implementation time. Proposers are expected to provide a quality, proven project management approach and a schedule that meets the requested timeline as well as E-Rate order requirements. Proposers are encouraged to provide transition plans or interim solutions if proposed "go live" date is beyond July 1, 2019. Any schedule risk or contingencies should be clearly highlighted in the response, along with the proposed resolution of that risk.

3. Experience and Capabilities

Proposals shall demonstrate a track record of successfully working with libraries or similar government entities to provide high-quality, affordable solutions and exemplary ongoing service. Factors impacting evaluation include, but are not limited to, references and past performance record, completion of similar projects in a timely fashion, financial sustainability of company, quality of equipment used, and the experience and reputation of the proposed project manager.

Proposals must include information that displays a documented history of reliable service. The following factors, among others, will be considered: shorter guaranteed response times for service outage repairs, redundancy of network design, proximity of authorized repair technicians to MCLINC facilities, and available stock of replacement material to complete repairs.

Proposals shall include audited financial statements that display the company's fiscal integrity and financial capability to complete the project without putting MCLINC at risk. Some acceptable methods include but are not limited to one or more of the following:

- a. Recently audited (or best available) financial statements
- b. Dunn and Bradstreet Report and Rating
- c. Standard and Poor's Report and Rating
- d. Lines of credit
- e. Evidence of a successful financial track record
- f. Evidence of adequate working capital

4. E-Rate Experience

Proposals shall include the firm's SPIN number if available. Proposals shall include information that demonstrates a knowledge of the E-Rate process and requirements, including relevant details from previous E-Rate projects.

5. Compliance with RFP Requirements

Proposals must comply with the requirements herein.

The committee may reject any or all proposals if none are considered in the best interest of MCLINC.

PART IV. PERFORMANCE STANDARDS

1. Performance Requirements

Proposer must meet the following performance requirements associated with this RFP:

- Proposer must provide the minimum technical requirements, as defined in Attachment A, for the service option(s) proposed.

2. Performance Measurement/Evaluation

Performance will be evaluated as pass/fail on whether the proposer can meet or exceed the minimum requirements listed above. Proposals that are unable to meet the specified performance requirements shall not be considered.

PART V FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

1. REMEDIES

As a breach of service would cause serious and substantial damages to MCLINC and its members, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by MCLINC by such breach, it is agreed that in case of a breach of service, MCLINC may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which MCLINC will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies MCLINC may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between MCLINC and the Proposer elsewhere in the resulting Contract Documents, MCLINC retains, solely to itself, all such remedies.

2. TERMINATION FOR CAUSE AND CONVENIENCE

See Section 1, Item 22 above.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor/Service Provider agrees as follows:

(1) The Contractor/Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor/Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor/Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor/Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other

employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor/Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/Service Provider commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor/Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor/Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's/Service Provider's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Service Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor/Service Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Service Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor/Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor/Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor/Service Provider further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor/Service Provider agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor/Service Provider and subcontractors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor/Service Provider further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS BACON AND COPELAND ANTI-KICKBACK ACT

The Contractor/Service Provider shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Contractor/Service Provider is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition the Contractor/Service Provider is required to pay wages not less than once a week.

The Contractor/Service Provider shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor/Service Provider is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor/Service Provider is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The Contractor/Service Provider is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. BYRD ANTI-LOBBYING AMENDMENT

Contractors/Service Providers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. PROCUREMENT OF RECOVERED MATERIALS

Contractor/Service Provider shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor/Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's/Service Provider's actions pertaining to this contract.

REQUEST FOR PROPOSALS

for

**Internet, Dark Fiber/IRU, and
Wide Area Network Services**

ATTACHMENT A: SCOPE OF SERVICES

1. Current MCLINC Network

MCLINC's WAN connects member libraries, with the exception of Springfield, to a central hub based in Conshohocken via DSL links for administrative communication. In addition to a connection to the WAN, each library has its own internet connection purchased from a local internet service provider (ISP). WAN redundancy and Springfield's connection to the WAN are achieved using a VPN tunnel over the internet connection. Some member libraries also use their internet connection for providing Wi-Fi services at the library, but most use Polaris Wireless Access Manager which routes wireless traffic over the MCLINC network.

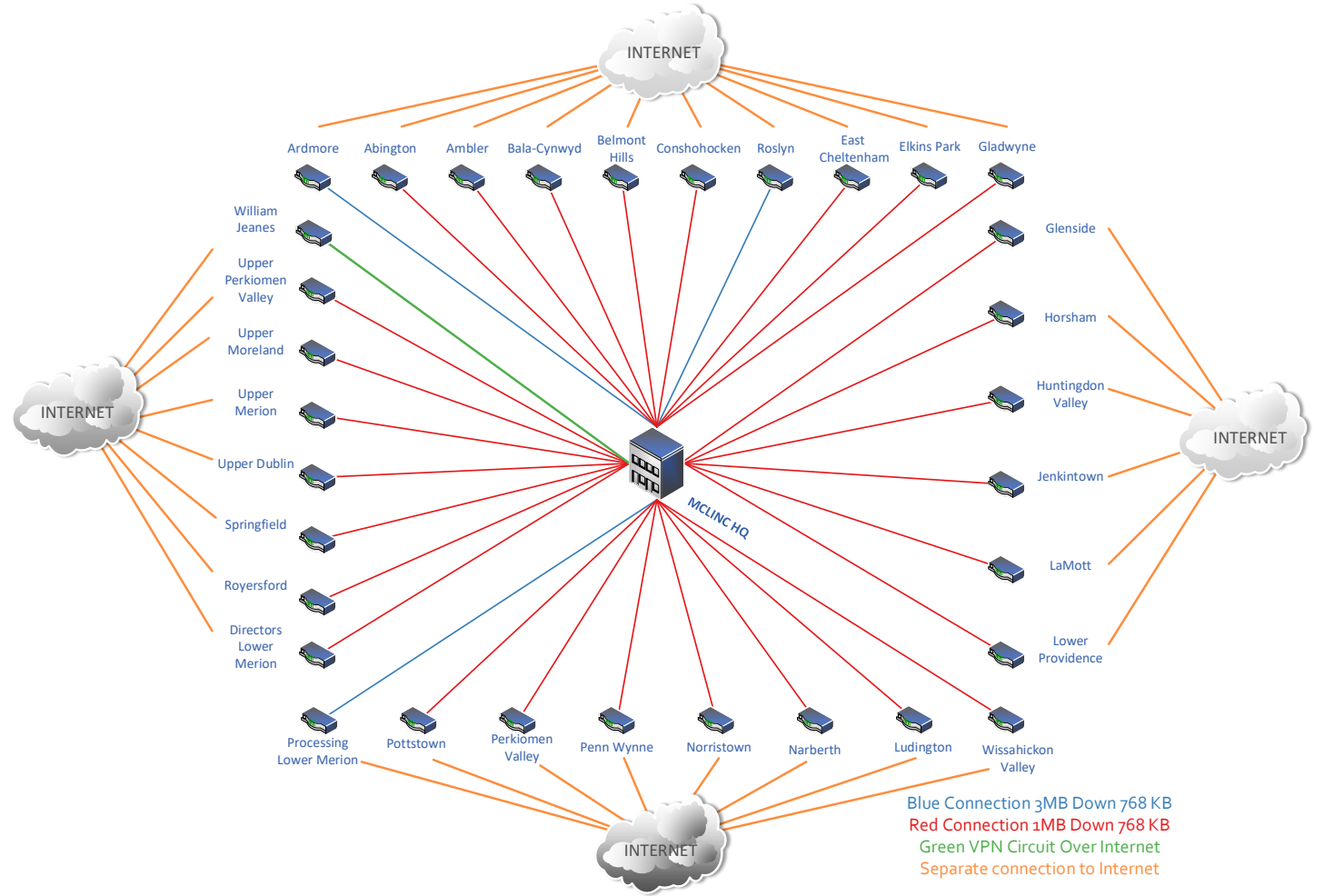
Libraries and connection speeds are shown in Table 1 and in the diagram in Figure 1.

Table 1: Current MCLINC Library Internet and WAN Speeds

Library	Address	Internet (Mbps)	MCLINC WAN (Mbps)
Ardmore Free Library	108 Ardmore Ave., Ardmore, 19003	50	1/.768
Abington Township Public Library	1030 Old York Road, Abington, 19001	50	1/.768
Ambler Branch	209 Race Street, Ambler 19002	50	1/.768
Bala-Cynwyd Library	131 Old Lancaster Rd., Bala-Cynwyd 19004	50	1/.768
Belmont Hills Public Library	120 Mary Waterford Rd., Bala-Cynwyd 19004	50	1/.768
Conshohocken Branch of MC-NPL	301 Fayette St, 2nd Fl, Conshohocken 19428	50	3/.768
Directors Office - Lower Merion Library System	75 East Lancaster Ave., Ardmore 19004	50	1/.768
East Cheltenham Free Library	400 Myrtle Ave, Cheltenham 19012	50	1/.768
Elkins Park Free Library	563 Church Rd, Elkins Park 19027	50	1/.768
Gladwyne Free Library	362 Righters Mill Rd., Gladwyne 19035	50	1/.768
Glenside Free Library	215 S. Keswick Ave, Glenside 19038	50	1/.768
Horsham Township Library	435 Babylon, Horsham 19044	50	3/.768
Huntingdon Valley Library	625 Red Lion Rd, Huntingdon Valley 19006	50	1/.768
Jenkintown Community Library	460 York Rd, Jenkintown 19046	50	1/.768
LaMott Free Library	7420 Sycamore Ave, LaMott 19027	50	1/.768
Lower Providence Community Library	50 Parklane Drive, Eagleville 19403	50	1/.768
Ludington Public Library & Information Center	5 S.Bryn Mawr Aves., Bryn Mawr, 19010	50	3/.768
Narberth Community Library	80 Windsor Ave, Narberth 19072	50	1/.768
Montgomery County - Norristown Public Library	1001 Powell St, Norristown 19401	50	1/.768
Penn Wynne Library	130 Overbrook Parkway, Wynnewood 19096	50	1/.768
Perkiomen Valley Branch of MC-NPL	290 Second Street, Schwenksville 19473	50	1/.768
Pottstown Regional Public Library	500 High St, Pottstown 19464	50	1/.768
Processing Center - Lower Merion Library System	104 Ardmore Ave, Ardmore 19004	50	1/.768

Library	Address	Internet (Mbps)	MCLINC WAN (Mbps)
Roslyn Branch	2412 Avondale Ave, Roslyn 19001	50	1/.768
Royersford Branch of MC-NPL	200 S. Fourth St, Royersford 19468	50	1/.768
Free Library of Springfield Township	8900 Hawthorne Lane, Wyndoor 19038	50	N/A
Upper Dublin Public Library	805 Loch Alsh Road, Ft. Washington 19034	50	1/.768
Upper Merion Township Library	175 W. Valley Forge Road, King of Prussia 19406	50	1/.768
Upper Moreland Free Public Library	109 Park Ave, Willow Grove 19090	50	1/.768
Upper Perkiomen Valley Branch of MC-NPL	350 Main Street, Red Hill 18076	50	1/.768
William Jeanes Memorial Library	4051 Joshua Road, Lafayette Hill 19444	50	1/.768
Wissahickon Valley Public Library	650 Skippack Pike, Blue Bell 19422	50	1/.768

Figure 1: Existing Network Topology



The MCLINC network is supported by a staff of four fulltime employees based in Conshohocken, PA. These include the Executive Director, a Network Manager, Network Administrator, and an Administrative Assistant. Each member library designates one on-site staff person (MCLINC Automation Coordinator, or MAC) to assist

with automation support, such as installing or configuring software, setting up and troubleshooting workstations, etc. There are approximately 700 machines on the network across the WAN. Library locations use a variety of desktop clients and Windows operating systems.

2. MCLINC and Library Services

MCLINC hosts the following services for member libraries:

- A Cisco perimeter firewall, hosting 30 public IPs and Network Address Translation
- One 50 Mbps Comcast Business Class internet connection
- One Content server to filter internet sessions at all libraries, with report and usage tools
- External spam filtering for inbound mail via Google G-Suite
- Active Directory management of public and staff workstation desktops
- Custom SNMP Network Monitor to monitor circuit uptime and saturation in real time
- Telephone server
- www.mclinc.org website and hosting services for three library websites

In addition, MCLINC provides e-commerce services for patrons to pay fines and fees via a gateway link from the catalog web server.

All member libraries offer public access computing from library-owned computers and provide wireless services for patrons that bring their own devices.

3. SCOPE OF SERVICES

MCLINC is looking for Proposers to provide internet service to the MCLINC Headquarters (MCLINC HQ), located at 301 Fayette Street, Conshohocken. This site will serve as the library network's main hub location; internet and WAN services will be distributed to each member library site in Table 2 from MCLINC HQ as shown in Figure 1.

Table 2: Libraries Included in Scope of Services

Library	Address
Ardmore Free Library	108 Ardmore Ave., Ardmore 19003
Abington Township Public Library	1030 Old York Road, Abington 19001
Ambler Branch*	209 Race Street, Ambler 19002
Bala-Cynwyd Library	131 Old Lancaster Rd., Bala-Cynwyd 19004
Belmont Hills Public Library	120 Mary Waterford Rd., Bala-Cynwyd 19004
Conshohocken Free Library**	301 Fayette St, 2nd Fl, Conshohocken 19428
Directors Office - Lower Merion Library System	75 East Lancaster Ave., Ardmore
East Cheltenham Free Library	400 Myrtle Ave, Cheltenham 19012
Elkins Park Free Library	563 Church Rd, Elkins Park 19027
Gladwyne Free Library	362 Righters Mill Rd., Gladwyne 19035

Library	Address
Glenside Free Library	215 S. Keswick Ave, Glenside 19038
Horsham Township Library	435 Babylon, Horsham 19044
Huntingdon Valley Library	625 Red Lion Rd, Huntingdon Valley 19006
Jenkintown Community Library	460 York Rd, Jenkintown 19046
LaMott Free Library	7420 Sycamore Ave, LaMott 19027
Lower Providence Community Library	50 Parklane Drive, Eagleville 19403
Ludington Public Library & Information Center	5 S.Bryn Mawr Aves., Bryn Mawr 19010
Narberth Community Library	80 Windsor Ave, Narberth 19072
Montgomery County - Norristown Public Library	1001 Powell St, Norristown 19401
Penn Wynne Library	130 Overbrook Parkway, Wynnewood 19096
Perkiomen Valley Branch of MC-NPL	290 Second Street, Schwenksville 19473
Pottstown Regional Public Library	500 High St, Pottstown 19464
Roslyn Branch	2412 Avondale Ave, Roslyn 19001
Royersford Branch of MC-NPL	200 S. Fourth St, Royersford 19468
Free Library of Springfield Township	8900 Hawthorne Lane, Wyndoor 19038
Upper Dublin Public Library ⁺⁺	805 Loch Alsh Road, Ft. Washington 19034
Upper Merion Township Library	175 W. Valley Forge Road, King of Prussia 19406
Upper Moreland Free Public Library	109 Park Ave, Willow Grove 19090
Upper Perkiomen Valley Branch of MC-NPL	350 Main Street, Red Hill 18076
William Jeanes Memorial Library	4051 Joshua Road, Lafayette Hill 19444
Wissahickon Valley Public Library	650 Skippack Pike, Blue Bell 19422
<p>*Service to this site will be required at a later date than July 2019. This date is to be determined.</p> <p>**Site considered separate from MCLINC HQ.</p> <p>⁺Lower Merion Library System Processing Center has been removed from this list. It will be served by the Ardmore location</p> <p>⁺⁺Site will be moving to a new location in 2020.</p>	

MCLINC wishes to compare long-term contract options for lit services, annually leased dark fiber service, and Indefeasible Right of Use (IRU) leased dark fiber service (as defined by the FCC's December 2014 Second E-rate Modernization Order (FCC 14-189)) to meet the current and future bandwidth needs. MCLINC member library sites have experienced significant increases in demand for bandwidth over the last five years, and anticipate further increases based on current trends and growing demand. As such, MCLINC is particularly interested in scalable solutions that will allow libraries to upgrade services in response to demand.

MCLINC intends to apply for support under the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) support mechanism (commonly known as the E-rate program) for the services that are the subject of this proposal. All options can include special construction or one-time E-rate-eligible non-recurring costs as well as E-rate-eligible recurring circuit costs. Vendors should refer to the Eligible

Services List (<http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>).

This project is contingent upon MCLINC receiving all requested E-rate support (after confirmation of receipt of a Funding Commitment Decision Letter (FCDL) for the subject funding year), however, E-rate funding notification alone will not signify Notice to Proceed. Proposals will be evaluated based on the Evaluation Criteria in Part III of the RFP document, and MCLINC will determine, in its sole discretion, which, if any, of the solutions is acceptable. MCLINC may or may not proceed with the project, in whole or in part, depending on the level of E-rate funding approved.

TECHNICAL SPECIFICATIONS

Internet Service - MCLINC requires fully managed internet service to MCLINC HQ. Proposers shall provide responses regarding the proposed internet service and to least one of the following options for distribution of the internet service:

- ***Lit Fiber Service Option***—Fully managed, lit fiber transport service from MCLINC HQ to each of the member library sites.
- ***Leased Dark Fiber Service Option***— Leased dark fiber solution that includes special construction, monthly lease fee, and fiber maintenance.
- ***IRU of Fiber Service Option***— Dark fiber IRU solution that includes special construction, the IRU fee, and fiber maintenance.

For the Leased Dark Fiber Service Option and IRU Service Option, respondents must also include operations, technical support, and equipment for a fully managed solution. Partnerships and/or subcontractors are acceptable when providing a response to any requirement. Partner and subcontractor roles should be clearly defined in the response.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the Evaluation Criteria (see Part III of this RFP document) and both a short-term and long-term cost-effectiveness analysis, MCLINC will determine which, if any, solution is acceptable.

Specifications related to each service option follow.

INTERNET SERVICE SPECIFICATIONS

The internet service must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at all locations.

The internet service shall meet the following specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period including fiber outages
- Packet Loss Rate commitment <0.25% between circuit endpoints

- Delivery of more than 95% of the committed information rate

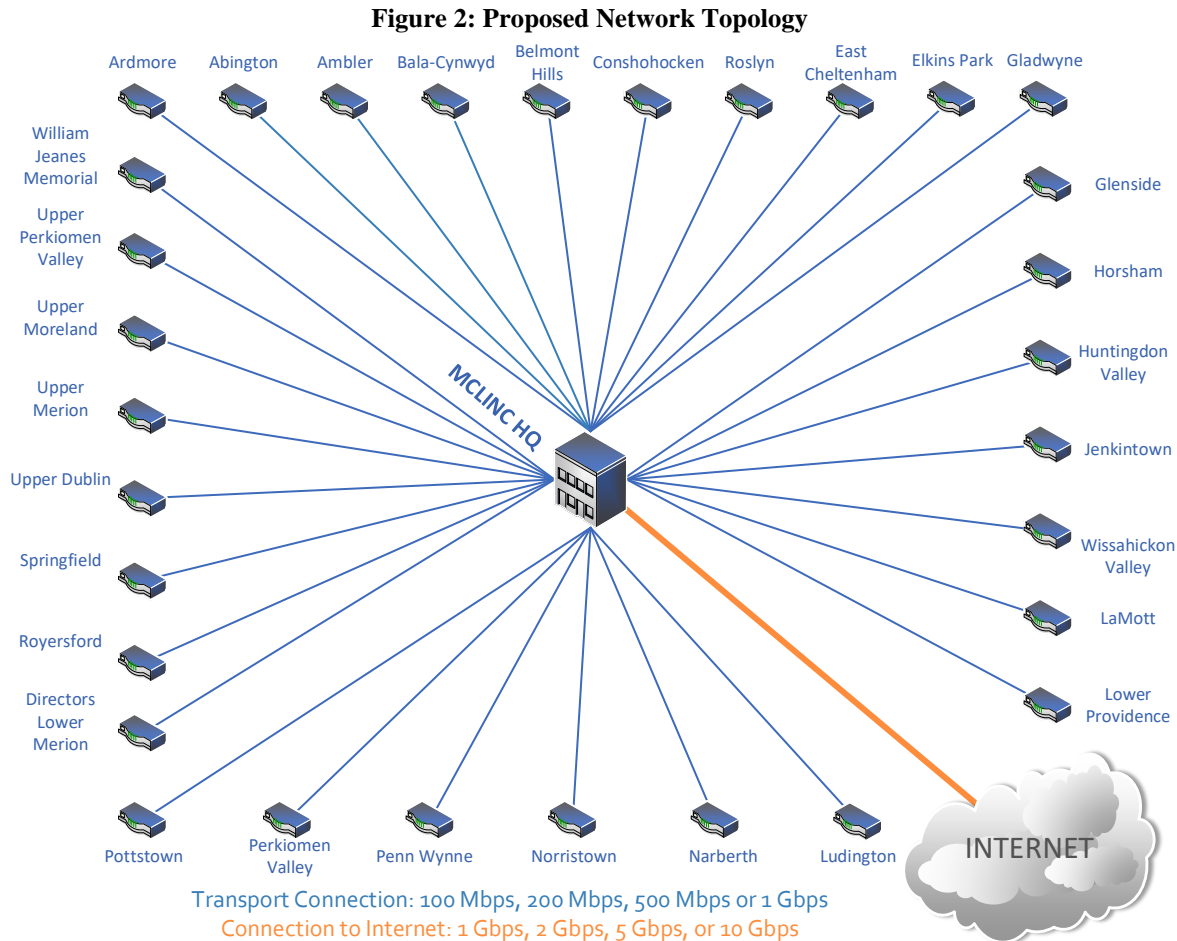
A violation of the specifications for uptime measured over the course of any month for any link will result in a credit of one month's service for that month for that link. A violation of any of the other specification terms that persists for a total of eight (8) hours for any link also will result in a credit of one month's service for that month for that link. The outage or SLA violation does not need to be consecutive to result in the credit. More than three months of credit-causing SLA violations will be grounds for termination of the agreement for cause.

The Proposer may not limit or throttle the capacity of the services to MCLINC at any time for any reason.

The internet service must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

LIT FIBER SERVICE OPTION SPECIFICATIONS

Proposers may propose the provisioning of lit fiber that connects MCLINC HQ to the 31-member library sites. The following diagram illustrates the desired network topology.



In addition to internet services, the lit fiber transport must provide Wide Area Network (WAN) services with a

Committed Information Rate (CIR) of at least 100 Mbps with scalability to 200 Mbps, 500 Mbps, and 1Gbps.

All lit service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.

The lit fiber transport shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period including fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints
- Delivery of more than 95% of the committed information rate

A violation of the network specifications for uptime measured over the course of any month for any link will result in a credit of one month's service for that month for that link. A violation of any of the other specification terms that persists for a total of eight (8) hours for any link also will result in a credit of one month's service for that month for that link. The outage or SLA violation does not need to be consecutive to result in the credit. More than three months of credit-causing SLA violations will be grounds for termination of the agreement for cause.

The proposer may not limit or throttle the capacity of the services to MCLINC at any time for any reason.

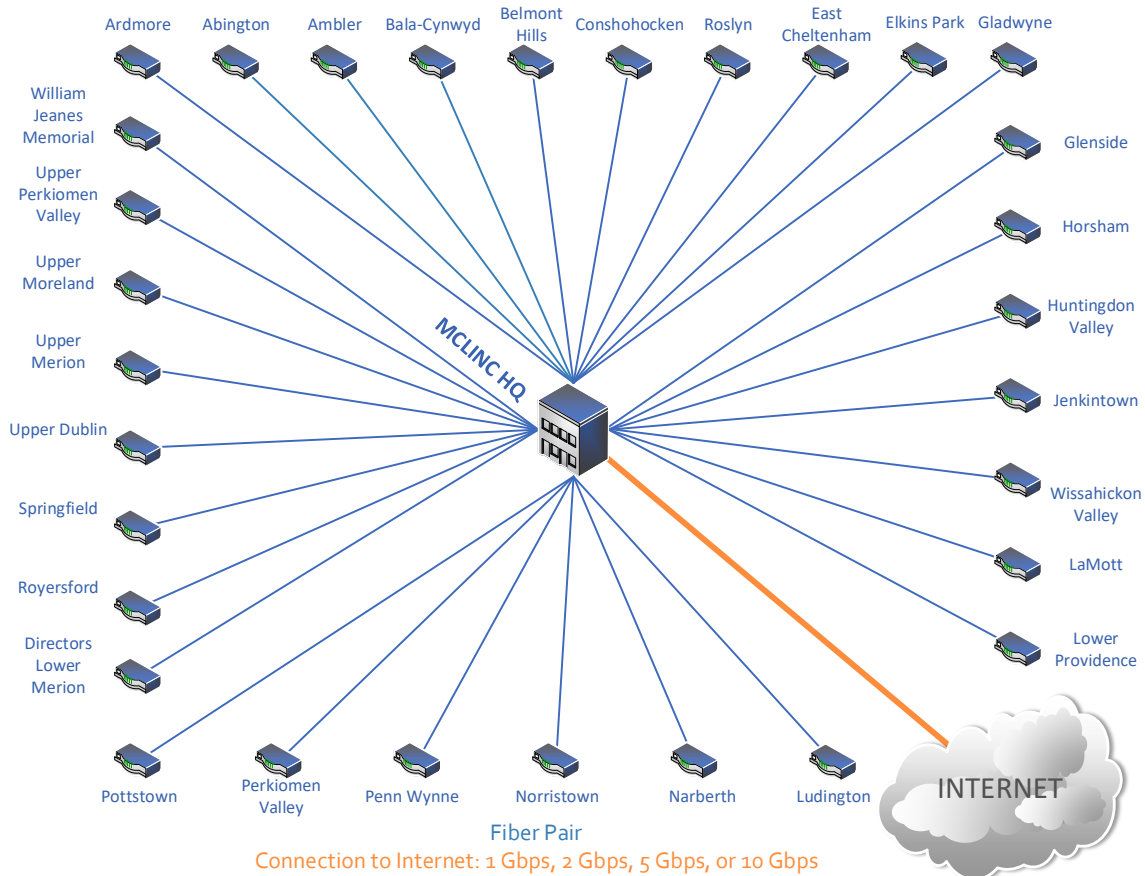
The transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

LEASED DARK FIBER SERVICE OPTION SPECIFICATIONS

Proposers may propose the provisioning of dark fiber, to be lit by MCLINC through the proposer's management and equipment options. The dark fiber must connect each member library site to MCLINC HQ. This will be a fiber network owned or leased by the proposer however, MCLINC will own the equipment required to light the dark fiber.

As part of the technical response, please provide the distance for all proposed dark fiber paths needed for the required connections. The following diagram illustrates the desired network topology.

Figure 3: Proposed Dark Fiber Network Topology



A dark fiber connection is considered at least two direct, unlit, non-routed segments/strands of single-mode fiber with termination of unlit fiber via SC-UPC connectors. Fiber optic cable may be jumpered at distribution points, but will not connect to routing, re-transmitting, or other electrical monitoring equipment.

The dark fiber transport must provide dark fiber that conforms to G.652 or better standards.

The transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

The dark fiber service option must include operations and technical support capable of providing transport services over the network. Once lit, the transport services shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period including fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints

- Delivery of more than 95% of the committed information rate

IRU OF FIBER SERVICE OPTION SPECIFICATIONS

Proposers may propose the provisioning of dark fiber for a 10-year or 20-year IRU for two (2) strands of fiber connecting the member library sites to MCLINC HQ. This will be a fiber network owned by the Proposer, or in which the Proposer has been granted a long-term lease or IRU by a third party, however MCLINC will own the equipment required to light the dark fiber. As part of the technical response, please provide the distance for all proposed paths needed for the required connections. Figure 3 illustrates the desired network topology.

The dark fiber transport must provide dark fiber that conforms to G.652 or better standards.

A dark fiber connection is considered at least two direct, unlit, non-routed segments/strands of single-mode fiber with termination of unlit fiber via SC-UPC connectors. Fiber optic cable may be jumpered at distribution points, but will not connect to routing, re-transmitting, or other electrical monitoring equipment.

A schedule must be provided for replacement of fiber that no longer meets adopted industry specifications.

The IRU'd fiber transport network must terminate service and infrastructure at each endpoint in a designated network closet/equipment room/basement area inside of each building.

The IRU service option must include operations and technical support services capable of providing transport services over the network. Once lit, the transport service shall meet the following network specifications:

- 99.99% guaranteed uptime for a 12-month period excluding fiber outages, 99% uptime for a 12-month period including fiber outages
- Network latency commitment <20 milliseconds roundtrip
- Network jitter commitment <5 milliseconds
- Packet Loss Rate commitment <0.25% between circuit endpoints
- Delivery of more than 95% of the committed information rate

EQUIPMENT REQUIREMENTS

If the Proposer is offering either the Leased Dark Fiber Service Option or IRU of Fiber Service Option, equipment must be included. Proposed equipment must be capable of a Committed Information Rate (CIR) of 1 Gbps. Respondents must provide details of proposed equipment as part of the managed service. Respondents shall provide a Bill of Materials for the proposed equipment. The proposed equipment shall provide a service with capabilities equivalent to the sample Bill of Materials provided in Table 3.

Table 3: Sample Bill of Materials

Part Number	Description	Qty
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Part Number	Description	Qty
WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base	32
CAB-AC15A-90L-USA	15A AC Pwr Cord, right-angle (United States) (bundle option)	32
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	2
C9500-NW-A	C9500 Network Stack, Advantage	2
S9500UK9-168	UNIVERSAL	2
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	2
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	2
C1A1TCAT95005	Cisco ONE Advantage Term, C9500-48Y4C	2
C1-SWATCH-T	Cisco ONE StealthWatch License Term - 1 Flow License	50
C1-ISE-BASE-T	Cisco ONE ISE BASE License Term	50
C1-ISE-PLS-T	Cisco ONE ISE PLUS License Term	50
C1-C9500-48Y4C-DNA	Cisco ONE C9500 High DNA Advantage Term licenses	2
MA-SFP-1GB-LX10	Meraki 1000Base LX10 Single-Mode	64
FPR2100-FMC-BUN-PR	Firepower 2100 Series Bundle w/ FMC HW Promo	1
FPR2110-NGFW-K9	Cisco Firepower 2110 NGFW Appliance, 1U	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
SF-F2K-TD6.2.3-K9	Cisco Firepower Threat Defense software v6.2.3 for FPR2100	1
FPR2K-SSD100	Firepower 2000 Series SSD for FPR-2110/2120	1
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	1
L-FPR2110T-TMC=	Cisco FPR2110 Threat Defense Threat, Malware and URL License	1
FMC1000-K9	Cisco Firepower Management Center 1000 Chassis	1
FMC-PWR-AC-770W	Cisco AC Power Supply 770W for FMC	2
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
SF-FMC-6.2.3-K9	Cisco Firepower Management Center Software v6.2.3	1
FMC-MRAID12G	Cisco FMC 12G SAS Modular Raid Controller	1
FMC-SD-32G-S	Cisco FMC 32GB SD Card Module	1
FMC1K-HDD-900G	Cisco FMC 900GB 12GB 10K 2.5" SAS	2
FMC-CPU-E52620E	Cisco 2.10 GHz E5-2620 v4/85W 8C/20MB Cache/DDR4 2133MHz	1
FMC4K-MEM-16GB	Cisco 16GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v	2
R2XX-RAID1	Enable RAID 1 Setting	1

Part Number	Description	Qty
CON-SSSNT-WSC294SL	SOLN SUPP 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W 4 x 1G S	32
CON-SSSNT-C9504YA4	SOLN SUPP 8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	2
C1A1TCAT95005-5Y	C1 Advantage High Term C9500 5Y - DNA, 25 ISE PLS, 25 SWATCH	2
C1-SWATCH-TRK-5Y	Cisco ONE Subscription SWATCH SKU 5Y	50
C1-ISE-BASE-TRK-5Y	Cisco ONE Subscription ISE BASE 5Y	50
C1-ISE-PLS-TRK-5Y	Cisco ONE Subscription SKU ISE Plus 5Y	50
C1-C9500-TRK-5Y	Cisco ONE Subscription SKU 5Y	2
CON-SSSNT-FPR21FWN	SOLN SUPP 8X5XNBD Cisco Firepower 2110 NGFW Appliance, 1U	1
CON-SSSNT-FMC1000K	SOLN SUPP 8X5XNBD Cisco Firepower Management Center 1000 C	1
L-FPR2110T-TMC-3Y	Cisco FPR2110 Threat Defense Threat, Malware and URL 3Y Subs	1

4. COST PROPOSAL

As part of the bid response, the Proposer must complete the attached Fiber Pricing Matrix Workbook (Attachment B) and provide pricing for each proposed Service Option in the appropriate worksheet.

The Fiber Pricing Matrix Workbook is comprised of the following worksheets: Internet Service, Lit Fiber, Leased Dark Fiber, IRU, Operations, and Equipment.

Internet Service – Required to be completed as part of proposer’s proposal regardless of distribution option

Lit Fiber – To be completed when the Proposer is proposing the lit fiber service option

Leased Dark Fiber, Operations, and Equipment – To be completed when the Proposer is proposing the leased dark fiber service option

IRU, Operations, and Equipment – To be completed when the Proposer is proposing an IRU of dark fiber

Proposers shall only fill out the worksheets applicable to the service(s) they are proposing.

MCLINC is requiring that the Leased Dark Fiber and IRU options include operations and management support. Proposers shall complete the “Management” and “Equipment” worksheets if offering either a Leased Dark Fiber Service or IRU of Fiber Service option.

Note that the eligibility requirements for reimbursement of special construction and services have changed as of funding year 2016. See the FCC Second E-rate Modernization Order for more information.¹ New fiber special construction charges for lit service, IRU, or self-provisioned fiber projects as defined by the order include

¹ (WC Docket No. 13-184) <https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order>

construction, design, engineering, and project management.

MCLINC requests that Proposers consider allowing MCLINC to pay the non-discounted share of special construction costs (i.e., the portion that is the responsibility of the applicant) in equal annual installments over three years, from Funding Year 2019 to Funding Year 2022 inclusive. Responses must include agreement or non-agreement with this request.

INTERNET SERVICE

The proposer shall provide pricing for 1 Gbps internet service to MCLINC HQ, with pricing options for 2 Gbps, 5 Gbps, and 10 Gbps.

The Proposer shall provide pricing for 36-month, 48-month, and 60-month terms of service. MCLINC policies prohibit payments in advance of services received. Non-recurring costs (NRC) should reflect payment the bidder seeks to build the infrastructure and provision the service when new fiber will NOT be installed. Special construction costs should reflect payment the bidder seeks to build the infrastructure and provision the service when new fiber WILL be installed. If new fiber installation is not necessary, the payment is considered an NRC and must be entered into the pricing sheet accordingly.

The Proposer shall provide pricing for all NRC, special construction costs, monthly recurring charges (MRC), and monthly maintenance costs for each term of service.

Proposers are encouraged to separate special construction charges as defined by E-rate eligibility rules.

LIT FIBER SERVICE OPTION

The Proposer shall provide pricing to for services beginning at 100 Mbps with optional pricing for 200 Mbps, 500 Mbps, and 1Gbps between MCLINC HQ and the 31 designated member library sites.

The Proposer shall provide pricing for 36-month, 48-month, and 60-month terms of service. MCLINC policies prohibit payments in advance of services received. Non-recurring costs (NRC) should reflect payment the bidder seeks to build the infrastructure and provision the service when new fiber will NOT be installed. Special construction costs should reflect payment the bidder seeks to build the infrastructure and provision the service when new fiber WILL be installed. If new fiber installation is not necessary, the payment is considered an NRC and must be entered into the pricing sheet accordingly.

The Proposer shall provide pricing for all NRC, special construction costs, monthly recurring charges (MRC), and monthly maintenance costs for each term of service.

Proposers are encouraged to separate special construction charges as defined by E-rate eligibility rules.

LEASED DARK FIBER SERVICE OPTION

The Proposer shall provide pricing for 60-month, and 120-month terms of service.

The Proposer shall provide pricing for eligible special construction costs, monthly recurring charges, and monthly maintenance costs. If there are non-eligible construction costs, the Proposer shall provide separate

pricing for those costs.

If pole owner(s) or right-of-way owner(s) required fiber is to be relocated or moved underground, the Proposer shall cover the costs of relocation.

The Proposer shall be responsible for registering the fiber with the appropriate authority and locating fiber at its own cost, including where that fiber is on MCLINC member library property.

IRU SERVICE OPTION

MCLINC is interested in IRU-type pricing with a one-time capital cost payment for a 10-year IRU and/or 20-year IRU combined with all-inclusive recurring maintenance costs for the entire length of the IRU.

The Proposer shall provide pricing for IRU costs for one pair of fiber, annual maintenance, and eligible special construction costs for the 10-year and/or 20-year IRU. Preference will be given to proposals that offer pricing with most of the costs being paid upfront and minimal annual maintenance costs.

If the Proposer proposes special construction charges, MCLINC expects significant reductions from prevailing market rate for the IRU fee and annual maintenance charges. If there are non-eligible construction costs, the input to the price matrix shall show non-eligible construction costs as a percentage of the total costs.

If pole owner(s) or right-of-way owner(s) require fiber to be relocated or moved underground, the Proposer shall cover the costs of relocation.

The Proposer shall be responsible for registering the fiber with the appropriate authority and locating fiber at its own cost, including where that fiber is on MCLINC member library property.

Proposers are encouraged to separate special construction charges as defined by E-rate eligibility rules.

OPERATION/TECHNICAL SUPPORT/EQUIPMENT OF LEASED DARK OR IRU FIBER OPTIONS

Proposer shall provide pricing for an annual management cost to oversee technical support once the leased dark or IRU fiber is available for service. Include price details in the corresponding "Operation" worksheet of the Fiber Pricing Matrix workbook for equipment necessary to place the circuits into service at different bandwidth levels, installation and configuration of equipment, and monthly management cost of the equipment/circuits.

The monthly management cost should include provision of the following general conditions. Specific conditions will be documented in a Service Level Agreement (SLA):

- Procurement of necessary hardware to light the fiber path(s)
- Installation and configuration of equipment to put circuits into service
- Lifecycle management of equipment
- Network monitoring on a 24x7x365 basis

- Creation and communication of service tickets to escalation list
- Incident response with timing standards that are in accordance to a respondent-provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support
- Re-provisioning of equipment necessary to put circuits back into service after an outage

The equipment procured by the Proposer as part of the managed service will be owned by MCLINC. Include price details in the corresponding “Equipment” worksheet of the Fiber Pricing Matrix workbook for the purchase of equipment needed to light the dark fiber.

5. PROJECT EXECUTION BY PHASE

The following describes the requirements for the execution of each phase of the project and the required project deliverables after contract award.



For each project deliverable, the selected Contractor/Service Provider will be expected to submit a draft to MCLINC for review and comment, then update and submit a revised version for approval. The contents of each deliverable are defined in the phase descriptions below. During the project, MCLINC may determine modified or different deliverables are required and will redefine. A deliverable will be considered complete upon final approval by MCLINC.

The Contractor/Service Provider shall include in its proposal an estimated project schedule showing tasks and major milestone items required of MCLINC which highlight the critical path. The schedule shall include project initiation, design, configuration, installation, testing, and integration tasks, as applicable, to be completed by the proposer and its subcontractors.

PROJECT INITIATION

The Contractor/Service Provider shall conduct a project kickoff meeting with MCLINC to review project objectives, schedule, share relevant documentation, review status reporting methodologies, finalize the requirements, and introduce key personnel.

The Contractor/Service Provider shall deliver a Project Plan including, at a minimum, the following sections:

- Communications plan
- Change management plan
- Cost management plan
- Quality management plan

- Risk management plan
- Updated schedule and work breakdown structure

The Contractor/Service Provider shall develop a Requirements Traceability Matrix (RTM) that lists the stakeholder requirements for the network. The RTM will be used to demonstrate that the project requirements are being met throughout system design, implementation, and testing.

Deliverables for this phase will include:

- Project Plan
- Requirements Traceability Matrix (initial)

DETAILED DESIGN

The Contractor/Service Provider shall develop a detailed design of the solution including, at a minimum, the following:

- Existing fiber to be used
- Design description including written description and applicable diagrams, maps, fiber routes, etc.

The Contractor/Service Provider shall submit a final design for approval by MCLINC.

ADDITIONAL PLANNING

Based on the approved detailed design, the Contractor/Service Provider shall provide the following deliverables during this phase:

- Implementation Plan
- Cutover/Migration Plan
- Test Plan
- Maintenance Plan
- Service Level Agreement
- Updated schedule

SYSTEM COMPONENT SHIPPING/DELIVERY

If the service option requires the provision of network equipment, the Contractor/Service Provider shall deliver system components to locations defined by MCLINC. Product purchases cannot be made until MCLINC issues a formal Notice-To-Proceed (“NTP”).

Deliverables will include:

- Delivery information
- Product warranty information
- Updated schedule

DOCUMENTATION AND MANUALS

The required documentation and manuals will depend on the service option provided.

The Contractor/Service Provider shall supply, with system delivery, complete documentation including equipment warranties, maintenance and operations manuals for any equipment provided. This documentation shall include, as required, project-specific and pertinent plans, wiring lists, operating instructions, parts/equipment/serial number lists (by location), system block and level diagrams, circuit schematic diagrams, alignment and calibration procedures, maintenance charts and tables, and a listing of all equipment and devices required to test and certify the complete system, as applicable. The Contractor/Service Provider shall fully assign to MCLINC all product warranties, effective upon either Final Acceptance or actual beneficial use by MCLINC.

The Contractor/Service Provider shall provide brochures and technical specification sheets for products furnished, as applicable. The Contractor/Service Provider shall provide three sets of documentation and manuals to MCLINC.

Deliverables during this phase will include:

- Complete documentation as specified
- As-built drawings
- Product warranty assignments from prime Contractor/Service Provider to MCLINC
- Updated schedule (documentation is an essential component of installation)

FINAL ACCEPTANCE

MCLINC shall grant final acceptance upon approval of the required documentation, delivery of required equipment and services, and the system is proven functional to MCLINC satisfaction.

Deliverables during this phase will include:

- Completed punch list
- Updated schedule

6. WARRANTY, MAINTENANCE, AND SERVICE LEVEL AGREEMENT

INITIAL WARRANTY

The Proposer shall include an initial warranty and maintenance period of not less than one (1) year. The initial warranty and maintenance coverage shall protect all equipment and services delivered under the Contract from defects in operation, design, materials, and workmanship. If the Proposer's equipment is covered by a manufacturer's warranty in excess of one (1) year, the length of the included warranty term shall be clearly specified in the Proposer's proposal. Any and all restrictions and/or limitations to warranty coverage should be clearly defined in the proposal.

The first-year warranty and the maintenance periods shall begin upon Final Acceptance of the system as specified herein. The Proposer's warranty shall warrant and guarantee further that the equipment and installation furnished hereunder is of good workmanship and materials and that the solution is properly designed, operable and equipped for the proposed use by MCLINC and is in strict conformity with the

equipment and performance specifications and the applicable Contract documents. The Proposer shall be responsible for any needed warranty actions including all parts and labor, supervision of subcontractors, travel and all other expenses required to deliver a whole and operational system as described in the RFP. The Proposer shall state the procedure and methodology for obtaining system repairs during the warranty coverage period.

ONGOING MAINTENANCE OF LEASED DARK OR IRU FIBER OPTIONS

MCLINC will require ongoing maintenance of the fiber for the leased dark or IRU fiber construction options. These requirements do not pertain to a lit fiber option.

The Contractor/Service Provider shall maintain the applicable fiber seven (7) days per week, twenty-four (24) hours per day.

Upon notification from MCLINC of a malfunction relating to the applicable fiber, Contractor/Service Provider shall respond on site to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

Other typical maintenance requirements are as follows:

- IRU'd fiber requires maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third-party maintenance, the Contractor/Service Provider must hold and manage the subcontract and is ultimately responsible for satisfying the obligations stated in the SLA. For a leased dark or IRU solution, it is assumed that the fiber network is part of a more comprehensive fiber infrastructure owned or controlled by the service provider. The Proposer will include only the portion of maintenance that is required to support MCLINC's fiber segments versus overall network maintenance.
- Maintenance must be included for entire time span of the IRU.
- As part of the maintenance contract for an IRU, the fiber owner (not MCLINC) must accept responsibility for and perform timely repairs in the event of a catastrophic cut or relocate.

The Proposer shall provide an overview of fiber maintenance practices in its proposal including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Handling of unscheduled outages and customer problem reports
- Description of the agreements in place with applicable utilities and utility contractors for emergency restoration
- Repair procedures for fiber breaks
- Mean time to repair
- Replacement of damaged fiber
- Replacement of fiber which no longer meets current industry-adopted specifications such as G.652 and its successors
- Policies for customer notification regarding maintenance
- Process for changing procedures, including customer notification practices
- Process for moves, adds and changes
- Process for responding to utility locate requests

SERVICE LEVEL AGREEMENT

The Proposer shall provide a sample SLA for each of the options proposed. The proposer shall designate what service levels are included and what alternative service levels may be available at additional or lower cost.

The SLA shall include, at a minimum, the following sections with levels applicable to each proposed option including requirements stated elsewhere in this RFP:

- ***Overall Service Description***
- ***Service Interruption, Degradation, or Loss of Service Reporting and Resolution Plan***—Upon interruption, degradation or loss of service, MCLINC may contact Contractor/Service Provider by defined method with a response based on trouble level. Upon contact from MCLINC, the provider support team will initiate an immediate response to resolve any library's issue. MCLINC will receive rapid feedback on trouble resolution, including potential resolution time. MCLINC will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- ***Available Remedies and Sanctions*** – An allowance for service interruption, degradation, or loss of service including eligibility for credit. Continual loss of service will incur outlined additional sanctions.
- ***Response Time/Measurement***—Stated commitment to respond to any outage must be within two (2) hours and a four (4) hour restoration of service. Time starts from the time MCLINC contacts the Contractor/Service Provider and identifies the problem.
- ***Escalation***—In the event that service has not been restored in a timely manner, or MCLINC does not feel that adequate attention has been allocated, MCLINC can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
- ***Specifications***—Statements that the provider will meet or exceed service levels defined in the specifications described herein for each option
- ***Network Operations Center (NOC)***—The NOC will provide network monitoring and support functions to MCLINC including problem tracking, resolution, and escalation support management on a 24x7x365 basis. MCLINC should have the right and be encouraged to call concerning any problems that may arise relative to its connection with provider services.
- ***Reports***—Upon request, an incident report will be made available to MCLINC within five (5) working days of resolution of the trouble.
- ***Link Performance per Segment***—The Contractor/Service Provider will maintain the proposed link performance throughout the term of the contract (managed services).
- ***Expected Responsibilities of MCLINC***—The Proposer will provide a list of expected responsibilities of MCLINC

ATTACHMENT B: FIBER PRICING MATRIX WORKBOOK

This workbook is provided as a separate Microsoft Excel file.

ATTACHMENT C: PROPOSAL FORM

Sealed proposals will be received until 2:00 PM, Local Time.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Internet, Dark Fiber/IRU, and Wide Area Network Service

As set forth in the following RFP Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Sample Contract
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to MCLINC all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from MCLINC.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about July 1, 2019 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of MCLINC's Representative, is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with MCLINC. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

ATTACHMENT D: BIDDER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a 501(c)3 corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with MCLINC.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Executive Director of MCLINC, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____,
a 501(c)3 corporation created under the laws of the State of _____ domiciled in _____ ;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____ , as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

ATTACHMENT E: INSURANCE REQUIREMENTS

CONTRACTOR'S/SERVICE PROVIDER'S AND SUB-CONTRACTOR INSURANCE: Contractor/Service Provider and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Contractor/Service Provider shall not commence work under this contract until certificates of insurance have been approved by MCLINC. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor/Service Provider is responsible for assuring that its sub-contractors meet these insurance requirements.

- | | | | |
|----|--|-----------------------|-------------|
| A. | Commercial General Liability on an occurrence basis: | General Aggregate | \$2,000,000 |
| | | Each Occurrence | \$1,000,000 |
| B. | Business Auto Policy | | |
| | Any Auto; or Owned, Non-Owned & Hired: | Combined Single Limit | \$1,000,000 |
| C. | Standard Workers Compensation - Full statutory liability for the Commonwealth of Pennsylvania with Employer's Liability Coverage. | | |
| D. | MCLINC, must be named as additional insured on all general liability policies described above. | | |
| E. | Professional Liability coverage for errors and omissions is not required, but MCLINC shall have the benefit of any such insurance carried by Consultant. | | |
| F. | Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change. | | |
| G. | The Certificate Holder should be shown as _____ | | |

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

ATTACHMENT F: SAMPLE CONTRACT

This Contract, made and entered into at Conshohocken, Pennsylvania, effective this _____ day of _____, 20__ by and between MCLINC, and _____ herein referred to as “Consultant (*Contractor/Service Provider, whichever is applicable, may be substituted*)”.

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of _____ (*designate department contact if not department head or director*), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by MCLINC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (*generally a brief scope could be written here or reference to an attachment with greater detail would be given.*)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by MCLINC, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY MCLINC: MCLINC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. MCLINC shall provide _____ (*define MCLINC responsibilities here*) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: MCLINC shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and MCLINC shall not be bound until such time as a Contract is fully executed between MCLINC and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of MCLINC, and MCLINC shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: MCLINC may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that MCLINC shall give the contractor written notice specifying the Consultant's failure. If within ____days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ____ days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then MCLINC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Pennsylvania law to terminate for cause upon the failure of MCLINC to comply with the terms and conditions of this contract; provided that the contractor shall give MCLINC written notice specifying MCLINC failure and a reasonable opportunity for MCLINC to cure the defect.

MCLINC may terminate this Agreement at any time by giving ____days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should MCLINC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by ____days notice given by MCLINC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from MCLINC of ____days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from MCLINC during the three year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Executive Director of MCLINC or their duly authorized

representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with MCLINC interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Consultant agrees to indemnify, defend, and hold harmless MCLINC from any and all losses, damages, expenses or other liabilities, including but not limited to or connected with any claim for personal injury, death, property damage or other liability that may be asserted against MCLINC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Consultant, its agents, employees and insurer (s) hereby release MCLINC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Consultant's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: Any taxes, other than state and local sales and use taxes, from which MCLINC is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: MCLINC or others so designated by MCLINC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of MCLINC.

CONFIDENTIALITY: The following provision will apply unless MCLINC agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to MCLINC's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MCLINC. The identification of all such confidential data and information as well as MCLINC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by MCLINC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by MCLINC to be adequate for the protection of MCLINC's confidential information, such methods and procedures may be used, with the written consent of MCLINC, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____ and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Venue of any action brought with regard to this Contract shall be in Montgomery County, Pennsylvania.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract

and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, MCLINC and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

By _____

Title _____

By _____

Title _____