

5. SECTION B - SCOPE OF SERVICES:

5.1. **Background**

Montgomery County, Maryland is a 498-square mile jurisdiction, adjacent to Washington, DC, and home to over 1.0 million people. The County operates a 650 mile, 11-hub, fiber optic, communications system known as FiberNet. FiberNet serves as the Wide Area Network (WAN) and Local Area Network (LAN) for over 500 community anchor institutions, including the County government, the public libraries, and community centers, the public school system, community college campuses and public sector commissions. In serving these clients, Outside Plant (OSP) and Inside Plant (ISP) construction, maintenance, and emergency repair services are provided.

The County periodically deploys new fiber optic cable to connect County facilities and interconnect with regional partners. Thus, requiring construction, maintenance, and repair activities including but not limited to the following:

- Construction:
 - Initiation of underground utility locate requests through the Maryland 811 system, and strict adherence to all Maryland Underground Utility Damage Prevention laws.
 - Sub-surface installation of conduit, primarily through the use of horizontal directional boring, including utility locating through test pitting, traffic control, and paved surface restoration.
 - Installation of underground handholes, vaults, and ground rods.
 - Installation of fiber on utility poles.
 - Placement of fiber optic cable and/or tracer wire in conduit.
 - Lashing of fiber optic cable to existing aerial cables.
 - Installation of fiber splice enclosures and fiber splicing, a tracer cable. including visual audit of splice enclosures noting tube numbers, colors, and connections in a format acceptable to the County.
 - Labeling requirements:
 - All components of the structured cabling system require physical labeling. At a minimum, the following components must be labeled:
 - Communications outlets
 - IDF/MDF connecting hardware
 - Cables ID
 - Terminal/equipment ports
 - Splice enclosure (case) and fiber optic cable will be tagged inside and outside of the case with the following:
 - in
 - Out
 - Feeder or backbone
 - cable ID
 - Transition riser will be sealed using duct seal or pre-approved materials by Montgomery County Government (The County), Technology Enterprise and Business Solutions (TEBS) and have the proper weather head installed.
 - Reporting visual audit inspection results to the County for purposes of enabling the County to update OSP Insight or similar network asset management software.
 - Optical performance testing of fiber optic strands with written cabling performance reports.
 - Installation of network equipment in Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) equipment rooms and fiber and conduit between MDF and IDF rooms.

- Installation, termination, labeling, and testing of inside wiring, including CAT6 and fiber optic cable between IDFs and end users in offices and buildings with written cabling performance reports.
- Provision of “As-Built” documentation to the County in a form approved by the County (typically CAD drawings).
- Provision and storage of all materials related to the above construction.
- Maintenance and emergency repair:
 - Perform scheduled maintenance work on outside fiber plant and network facilities.
 - Perform emergency repair work to damaged fiber plant and network facilities in timeframes required by the County.
 - Standard Mean Time to Restoration (MTTR) is 2 hours to arrive on site and 2 hours to perform repair. Repairs would begin after live electrical issues have been resolved and site has been made safe to perform repairs. Notice would be provided to the County if repairs are anticipated to take longer than 2 hours.
 - Provision and storage of all materials related to the above services.
 - Collect and provide fiber infrastructure “As-built” documentation to the County in a form approved by the County.
 - Resolve low-hanging cables, or low-hanging case, or broken straps issues.
 - Provide utility locating services for County owned or utilized fiber optic cable, electrical cable and copper cables.
 - Provide and install fiber optic markers as specified by the County along the Right of Way.
 - Test fiber using an Optical Time Domain Reflectometer (OTDR) and/or power meter at various wavelengths and produce and provide reports (in PDF format) to document the loss and distance of the fiber optic cable plant.
 - Repair and/or replace manholes in the right of way.
- Warranty
 - All installation materials, network equipment, fiber optic cable, termination panels, splices and path restoration furnished by the Contractor shall be fully guaranteed against defects in materials and workmanship for a minimum period of one (1) year after installation and final acceptance.
 - A standard manufacturer’s warranty on parts and labor or one year warranty on parts and labor, whichever is greater, for new network equipment, fiber termination panels, fiber optic cable work shall be included as part of these conditions.
 - All defective items must be replaced free of charge during the warranty period. All other terms and conditions of the warranty must be provided in the Task Order (TO) Technical Proposal.

5.2. **Intent**

The Department of Technology and Enterprise Business Solutions (TEBS) is issuing this Request for Proposals (RFP) to obtain contracts with Fiber Optic Service Contractors to provide a mix of outside and inside fiber and wiring construction, materials procurement, maintenance, and emergency repair services for Montgomery County Government Departments and Agencies. TEBS is seeking qualified Contractors to cover the following Functional Areas:

- Functional Area 1: Large Project Broadband Network Infrastructure Services
- Functional Area 2: Small-Scope Broadband Network Infrastructure Services
- Functional Area 3: Scheduled Maintenance of Broadband Network Infrastructure
- Functional Area 4: Emergency Repair of Broadband Network Infrastructure

The objective of this solicitation is to enable the County to procure broadband fiber and wiring installation services, including labor and materials procurement, in a timely and economical manner based on the County's needs, and to procure services to maintain and repair the fiber network on a regular maintenance and emergency basis.

The Functional Areas of this RFP are designed to solicit contractors capable of performing work for:

- large project OSP fiber construction, including incidental work to install fiber, wiring, and conduit into interior fiber demarcation rooms, and between MDFs and IDFs (main and independent distribution frame rooms); - Functional Area 1
- small projects that are generally a drop or intercampus job that could be completed in a few hours to a few days and that do not require significant construction along a public right-of-way; - Functional Area 2
- scheduled routine fiber maintenance; Functional Area 3, and
- emergency fiber repair; Functional Area 4

The County intends to award more than one contractor per Functional Area, and use competitively solicited Task Orders Proposal Requests (TOPRs) on a per project basis for Functional Area 1, and on an annual basis for Functional Areas 2 through 4, to provide the County with a flexible means of obtaining services and materials quickly, efficiently and cost effectively for all Functional Areas. The successful offerors(s) ("Contractors") will work directly with and under the technical direction of Task Order Manager (TOM), Contract Administrator, and/or the Using Department Technical Contact who are all assigned by the Montgomery County Government Departments and Agencies.

The Task Order Manager is responsible for the administration of individual task orders issued under the Contract and will perform such duties as task order issuance, modification and close-out. The Contract Administrator is the County-assigned administrator for the Contract(s) resulting from this solicitation and will have the duties and responsibilities outlined in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor (see Section J). The Using Department Technical Contact is responsible for the technical aspects of the Task Order including determining technical requirements and approving any modifications to the technical requirements.

Once contracts are awarded, individual TOPRs for Functional Area 1 will be issued throughout the term of the contracts on an as needed basis. Based on the evaluation of each contractor's Task Order Proposal (TOP), a single or multiple contractor(s) will be selected for the subject project award. A specific Purchase Order (PO) will then be issued to the selected contractor(s). Every TOPR will specify the scope of the project.

For Functional Areas 2, 3, and 4, the County anticipates issuing an annual TOPR to select a primary and secondary contractor, to allow for quickly requesting services funded by a Blanket Purchase Order (BPO), having a back-up contractor if the primary contractor is unable to perform work within required timelines, and also allowing the County to competitively select a 'Primary' and 'Secondary' contractors based on price, performance benchmarks, and quality of past performance, on an annual basis. Primary Contractors will be those whose TOP receives the highest score based on the criteria set forth in the TOPR and Secondary Contractors will be those whose TOP receives the second highest score based on the criteria set forth in the TOPR. Based on performance, or other factors within the County's discretion, the County reserves the right to cancel an existing TOPR and reissue a new TOPR.

Contractors submitting proposals under Functional Area 4 (Emergency Fiber Repair) must have on hand a sufficient quantity of the equipment and materials outlined in the "Emergency" tab of

Attachment K, Material and Labor Pricing Sheet, to enable the Contractor to promptly respond to emergency repair needs.

Contractors may choose not to bid on a particular TOPR, however, the County expectation is that Contractors will actively participate in the Task Order process. This does not mean that the Contractor must submit TOPs for each and every TOPR issued by the County. However, the Contractor should respond to a reasonable number (as determined by the County) of TOPRs during any annual contract cycle to indicate their active participation in the TO process.

It is the County's intention to issue up to fifteen contract awards for the Functional Areas:

- up to three contracts for Functional Area 1, and
- Up to four contracts each for Functional Areas 2 through 4.

A Contractor may be awarded a Contract that covers multiple Functional Areas, (i.e., a single Contractor can be awarded a Contract that includes Functional Area 1 and Functional Area 2.) The County, at its sole discretion, reserves the right to award fewer contracts for each functional area than stated above.

Offerors may submit one proposal to respond to one, two, three, or all four Functional Areas in this RFP. It is incumbent on Offerors to identify each Functional Area in which they claim to be highly qualified. The County will evaluate each Offeror's assertion of competency according to criteria specified in Section D – Method of Award/Evaluation Criteria.

The County is not required to purchase services from any contract resulting from this RFP and reserves the right to compete these services by other methods in accordance with the Montgomery County Procurement Regulations from other sources when it is in the County's best interest to do so. The County makes no guarantee that a Contractor will receive any minimum or maximum number of Task Orders under Contracts resulting from this solicitation.

Task Orders placed before but performed after the effective termination of the Contract(s) resulting from this RFP are to be honored with all terms, conditions, and pricing of the Contract(s) until final acceptance by the County.

The County reserves the right to enter into other contracts in connection with work that may require the Contractor(s) to coordinate its work under a Task Order with other contractors. The Contractor(s) must afford other County contractors reasonable opportunities to coordinate their work and must be responsible for coordinating its work with the other County contractors, if required. If any part of the Contractor's work depends upon proper execution or results from the work of another County contractor, the Contractor must promptly report to the County any readily identifiable defects or problems in such work that may render it unsuitable for proper or continued use.

The Contractor(s) must not commence work on a Task Order without first receiving a Purchase Order or Blanket Purchase Order.

The Contractor must perform any awarded Task Order continuously and diligently. No charges or claims for damages will be made by the Contractor for any delays or hindrances, regardless of the cause, in the performance of services under the resulting Contract(s). Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control, and without the fault or negligence, of the Contractor, including acts of God, acts of the public enemy, acts of the County in either its management or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its suppliers.

The County may unilaterally order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the County may determine to be appropriate depending on the circumstance, in the County's sole discretion.

5.3 Scope of Services/Specifications/Work Statement

5.3.1 Construction Specifications and Standards for all Functional Areas

The Contractor must adhere to the Specifications and Standards outlined in Attachment D to this RFP. Attachment D will be incorporated by reference and made a part of all contracts resulting from this Solicitation.

5.3.2 Task Order Process

5.3.1.1 Competitive Method for Assigning Work

All work to be performed under the resulting Contracts will be accomplished by the issuance of a County Task Order Proposal Request (TOPR).

- Each TOPR for Functional Area 1 will include the task specifications of the work to be performed, the approximate start and completion dates, the evaluation criteria, the response deadline, and any other information pertinent to the work shall be described in the TOPR.
- Each TOPR for Functional Areas 2, 3, and 4 will include anticipated or approximate scope of work during a one-year period, performance deadlines (such as ability to complete work within a specific number of days, or be on site to evaluate emergency repairs within a specific number of hours), the evaluation criteria including the criteria set to select the primary and secondary awardees, the response deadline, and any other information pertinent to the work shall be described in the TOPR.

The County will then select a contractor to perform the task based on the evaluation criteria specified in the TOPR. For example, when the County needs fiber construction for a large project, the County will send TOPRs to all contractors qualified in Functional Area 1. The County has the right to reissue a new TOPR for FA1 projects in its sole discretion. For Functional Areas 2 through 4, small projects, maintenance, and emergency repair services, an annual TOPR would be released to select a primary and secondary contractor for the year, with the right to reissue a new TOPR at the County's discretion. For tasks that are related to previous work performed under a Task Order ("follow on" Task Orders), the County may, at its discretion, elect to issue a Task Order Proposal Request or assign the work directly to the contractor who performed the initial work.

5.3.1.2 Evaluation Criteria

Below are the general evaluation criteria for Task Orders issued under each Functional Area:

- Each proposal received in response to a TOPR will be evaluated and rated according to the following or similar criteria:
 - Proposed cost for the required task and justification of cost.
 - Proposed coverage of required scope of work and materials, and proposed technologies and approaches to perform the required work.
 - Proposed Short Interval Production Schedule (SIPS) to accomplish task.
 - Qualifications and prior experience performing similar work, and adequacy of staff assigned to the task.

- Each Contractor wishing to respond to a TOPR must submit a written Task Order Proposal (TOP) to include:
 - Scope of Services and price Bill of Materials at cost (no markup), describing in detail the work to be performed, materials and equipment required and to be used, personnel assigned, and schedule of deliverables (if applicable) and detailed cost proposal.
 - Resumes of proposed personnel.
 - Short Interval Production Schedule (SIPS) showing major milestone completion dates and finally the commissioning date.
 - A TOP must not contain any additional terms or conditions except as defined by the County. All Task Orders will be issued in accordance with the Contract terms, conditions, specifications, and pricing.
- The highest rated offeror for each TOPR will be awarded the Task Order (TO). If the highest rated offeror is unable to perform all the work associated within the TO, then the County will proceed to the next highest rated offeror to complete the work under the TO that the highest rated offeror is unable to complete and the succession continues until all work for the TO is assigned and completed.
- The Contractor must not commence work on a Task Order without a valid Purchase Order executed by the County's Office of Procurement.
- The County will not pay for overtime unless authorized in writing by the County, please indicate your Overtime Rate Multiplier on Attachment K, Page K1.
- The County will not pay for travel time to a job site unless authorized in writing by the County. Travel reimbursements are limited to the items and amounts specified in County Administrative Procedure 1-2, Non-Local Travel Guidelines and Related Reimbursements and Administrative Procedure 1-5, Local Travel Guidelines.
- The County may terminate a Task Order (TO) at any time for any reason by issuing a written notice to the Contractor.
- Task Orders may be modified within the scope of the Task Order, with the concurrence of both the County and the Contractor. If the modification requires a monetary change that increases the value of the Task Order, the Contractor must not perform work without first receiving a new or revised Purchase Order for the Task Order.
- The County makes no guarantee that the Contractor will receive any minimum or maximum number of Task Orders, or any Task Order, under the resulting contract(s).

5.3.1.3 Sample Proposed Costs for Task Order Proposal (TOP)

Contractors may provide costs for TOPs based on a construction services rate where all labor costs are combined and quoted on a per foot or unit standard rate, or with combined labor and materials quoted on a per foot or unit standard rate (e.g., installation of underground materials is quoted on a per foot basis or labor is quoted on per foot basis with materials charged separately). Alternatively, labor and materials may be quoted separately. Additional labor and equipment (such as for foreman, flaggers, or specialized equipment vehicles) may be included in comprehensive construction services quotes or broken out separately. The County will consider the total price for purposes of evaluating the TOP. The County reserves the right to request a specific form of breakout of costs in a TOPR, but in general, there must be sufficient breakout of pricing in the TOP for the County to determine that the entire scope of work will be performed and that the County is being invoiced consistent with the TOP for work performed.

- 5.4 **Contractor's Qualifications** – Contractor must have a minimum of five (5) years of experience in D.C./Maryland/Virginia providing similar services required by this RFP and Functional Area Proposed. As proof of meeting these requirements, the Contractor must provide, with its Proposal, up to three (3) references from within the past three (3) years, per functional area proposed. Subcontractor experience may not be used by the Contractor to meet minimum qualifications. The minimum qualifications must be met by the Contractor.
- 5.5 **Contractor's Responsibility** – Contractor is responsible for completing all work assigned via Task Order for each functional area awarded in accordance with the specifications, standards and requirements described in the Contract and the Task Order.
- 5.6 **County's Responsibility** – County is responsible for issuing Task Order Proposal Requests under the resulting contract, awarding the Task Order, issuing Purchase Orders and making payments for work completed in accordance with the payment terms outlined in the Contract.
- 5.7 **Reports/Deliverables** – The Contractor must provide all reports and deliverables required as set forth in the Task Order and the Contract.

6 **SECTION C - PERFORMANCE PERIOD**

6.1 **TERM**

The effective date of this Contract begins upon signature by the Director, Office of Procurement and ends after a two (2) -year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term three (3) times for one (1) year each.

6.2 **PRICE ADJUSTMENTS**

- 6.2.1 Prices quoted are firm for a period of two (2) years after execution of the contract. Any request for a price adjustment after this two (2)-year period is subject to the following:
- 6.2.1.1. Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2. Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3. Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 6.2.1.6. The price adjustment, including its effective date, must be incorporated into a written contract amendment.