

SCOPE OF WORK:

The Taos Municipal School District (TMSD) is accepting competitive sealed proposals (CSP) from qualified Local Internet Access service providers to TMSD NOC located at 134 Cervantes St., Taos, NM 87571.

The purpose of this competitive sealed proposal is to provide a standard from which to evaluate your company’s Internet Access services as they compare to other providers and as they pertain to the needs of our school district as defined in this document. Due to the increased utilization of the Internet by students, staff, and administration, this CSP is a request for a minimum of 600 Mbps scalable to a maximum of 10 Gbps Internet Access port and fiber optic based transport from the service providers point of presence to one TMSD locations as specified in Pricing Table “A”. The Internet service to be installed and available for service on **December 1, 2019**. The bids must be all-inclusive and include all costs associated with delivering the service to the district’s Network Operating Center (NOC). Prospective vendors should identify any special construction charges, non-recurring charges, and monthly recurring charges.

SPECIFIC TERMS AND CONDITIONS:

1. This contract may be awarded to one or split among multiple vendor(s) as determined to provide the best value to Taos Municipal School District. TMSD reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract:** All agreements executed as a result of the responses to this CSP shall be for a one-year (1) agreement between the District and the provider with three (3) successive one (1) year voluntary extensions, **OR** a three-year(3) agreement with one (1) successive one (1) year voluntary extension, based on the long-range needs of the District and mutual consent of both parties. The term of this contract shall not exceed four (4) years total including any one year extensions.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. Include information of the methodology and approach to the requested scope of work of this RFP. Prospective vendors should clearly explain the path diversity being offered, and how service outages will be addressed whether it is a cut line coming from the main central office, or a central office building outage. Include how your network redundancy ensures no single point of failure will affect APS (Alternate Path of Service). If a single point of failure does exist, explain how a failure would be mitigated. Remuneration for failing to meet Service Level Agreements should also be addressed.
5. Evaluation of pricing will be based on Unit Price value to be submitted on the “PRICING SHEET”.

Evaluation Criteria	Point Value
Price of E-rate Eligible Goods and Services	40
Business Profile, References, Experience and Reliability	10
Compliance with Proposal Requirements	10
Extent to which the goods or services meet the district’s needs	10
Vendor’s past relationship with the district	10
Other relevant factors specifically listed in this CSP including, but not limited to: Service Level Agreement Proposed Implementation Plan Network Redundancy Local Service and Support Team	20
Total Points	100

5. **Timetable:**

Release CSP	January 31, 2019
Deadline for Questions	February 8 , 2019 - 12:00 p.m. (Noon)
Respond to Questions by	February 15, 2019 – 11:59 p.m.
Deadline for Submittal of Proposal	February 28, 2019 -2:00 p.m.
Award of Contract	No later than March 26, 2019
Circuit Available for Testing	November 1, 2019
Service Start Date	December 1, 2019

6. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal will be 12:00 p.m. (noon), February 8, 2019. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email jeffrey.everett@taoschools.org to answer any and all questions. Response to questions will be posted in the form of an email to all respondees to this CSP from jeffrey.everett@taoschools.org, by 11:59 P.M. on February 8th, 2019. **The vendors will be responsible for checking the website for any posted addenda.**

All vendor communications must be submitted via email:

Jeffrey Everett
Director of Technology
Taos Municipal Schools District
310 Camino de la Placita
Taos, NM 87571
Telephone: 802-673-4661
Email: jeffrey.everett@taoschools.org

Deadline for Submittal: We must receive your response to this CSP by 2:00 p.m. MST on February 28, 2019 at the Taos Municipal School District Administration office, 310 Camino de la Placita, Taos NM 87571. Proposals received after this time and date will not be considered. If District Offices are closed due to unforeseen weather or other extenuating conditions, the deadline for submission be extended to Friday March 1, 2019 at 10:00 am MST. Absent an unforeseen event that cause closure of the district office, the deadline will ONLY be extended via an addendum. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt. The District will not accept faxed or emailed proposals.

7. **Proposal Submittal:** One original and two (2) copies of the proposal, and submission on a USB key must be sealed in an envelope clearly marked on the outside: **CSP #19-ISP-RFP – Internet Access Service**
Due: February 28, 2019
Time: 2:00 P.M. MST

The USB key must be an exact match of the original. If discrepancies are identified between the copies (including USB key) and the original, the original will be the prevailing document.

8. **Acceptance:** TMSD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined “Best Value for the District.”

9. Contract shall be put into effect by means of a purchase order(s) executed by the District after proposal has been awarded by the Taos Municipal School District Board of Education.

11. **If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.**

12. Transfer of contract by vendor is prohibited.

13. All invoices must be submitted to Taos Municipal School District's Billing address:

Taos Municipal Schools
 Attn: Accounts Payable
 310 Camino de la Placita
 Taos, NM 87571

If your company uses any other billing address, Taos Municipal School District will not be responsible for late payments, service charges, etc. TMSD's purchase order number must be referenced on the invoice.

14. The Taos Municipal School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.

15. **References:** Please provide three (3) references, preferably from similar sized school districts in the New Mexico area, who have used your services within the last three years. Additional references may be required.

A. _____
 School District Contact Person

 Address Telephone #

B. _____
 School District Contact Person

 Address Telephone #

C. _____
 School District Contact Person

 Address Telephone #

16. **INSURANCE:** Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

Limits:

A.	General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Agg.	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000

B.	Automobile liability	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		

C. Umbrella form - Excess liability
 State the limits that your company carries. _____

D.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee		\$ 500,000

The insurance requirements as listed above also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Taos Municipal School District.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Taos Municipal School District as an additional insured.

SPECIFICATIONS:

1. For comparisons, the bidder must submit the service providers best pricing plan on the service pricing sheets.
2. Service provider must include any taxes, surcharges, fees, and any other costs inclusive of construction charges on the pricing sheet.
3. Billing cycle will begin on the first day of the month and end on the the last day of the month. Bill will be received no later than seven (7) business days after the end of the month. Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
4. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: www.usac.org/sl/default.aspx
5. Service Provider further agrees to submit the “Service Provider Annual Certification” Form (FCC Form 473) for the forthcoming funding year prior to the beginning of the forthcoming funding year.
6. Service Provider shall provide the Service Provider Identification Number (SPIN) as assigned by the SLD within the response to this CSP.
7. Bidder agrees to resolve within 60 calendars days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Bidder shall provide the mailing address for formal billing disputes within the response. Bidder shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice-President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, bidder agrees to issue a credit to service providers bill to TMSD. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event service provider does not provide the credit requested, TMSD shall subtract said credit from the next month's bill. Service provider agrees and accepts that any late payment fees associated with this process shall be waived by service provider without demand.
8. Taos Municipal School District requires that each service provider prepare a **separate exceptions page** listing ALL exceptions to the specifications within this CSP. Prepare a separate CSP exceptions page even if your company is not listing any exceptions to the specifications within this CSP and notate accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
9. Network Diagram – For each response, that each proposer must include a network diagram displaying the paths to be used to serve each endpoint. For self-provisioned fiber responses, vendors must include identification of aerial vs. buried fiber segments, detailed drawing showing fiber and equipment locations, and any other pertinent details.
10. Provide access to customer support on a 7 x 24 x 365 basis.
11. List any additional non-recurring and monthly recurring charges for IP addresses.
12. List any additional non-recurring and monthly recurring charges for Domain Name Service.
13. In compliance with FCC rules vendors must offer the Lowest Corresponding Price (LCP). See <https://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> and the relevant FCC rules for more information on the LCP requirements.

QUESTIONAIRE

1. Provide a list of customer service support telephone number(s).
2. Define your policy, procedures, and cost for IP addresses.
3. Define your Domain Name Service policy and procedures.
4. Describe your peering arrangement with other national Internet IP Backbone Networks.
5. Include a map of your Internet Backbone Network.
6. Provide a copy of your Internet Service Contract.
7. Provide a copy of your Service Level Agreement with your proposal.
8. Will you include Internet Access Usage Reports at no additional cost to the customer?
9. Describe the level of redundancy within your Internet Access network service offering (Local, Regional, and National).
10. Does your service include Basic Firewall Services? If yes, provide a summary of the Firewall Services included within your monthly cost. If no, provide a separate cost for optional Firewall Services.
11. Explain your company's willingness to modify your standard contract to include terms and conditions that are agreeable to the district.

PRICING SHEET

SECTION I – SERVICE PRICING SHEET

Service Cost Details

Vendors shall propose Services for a one (1) year term with three optional one (1) year extensions and a three (3) year term with one optional one (1) year extension.

Table A:

One (1) year term with three (3) optional one (1) year extensions:

	Internet Access Port, Transport, Router, and Maintenance of Router (Transport is from Service Providers Point-Of Presence to Taos Municipal School District, Network Operations Center, 124 Cervantes St., Taos NM 87571)		
Bandwidth	Special Construction Charges	Non-Recurring Charge	Monthly Fee One Year Agreement
600 Mbps			
800 Mbps			
1 Gbps			
2 Gbps			
3 Gbps			
Other			
Router Rental			
/25 IP Addresses (126 usable)			

Three (3) year term with one (1) optional one (1) year extensions:

	Internet Access Port, Transport, Router, and Maintenance of Router (Transport is from Service Providers Point-Of Presence to Taos Municipal School District, Network Operations Center, 124 Cervantes St., Taos NM 87571)		
Bandwidth	Special Construction Charges	Non-Recurring Charge	Monthly Fee One Year Agreement
600 Mbps			
800 Mbps			
1 Gbps			
2 Gbps			
3 Gbps			
Other			
Router Rental			
/25 IP Addresses (126 usable)			

List any and all Fees, Surcharges, and other Charges not included in Table A

EXCEPTIONS:

COMPLIANCE

(REQUIRED LEGAL FORMS)

All of the following forms must be signed and submitted with your proposal or your bid may be rejected.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature _____ Date _____

Title (position)

– OR –

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature _____ Date _____

Title (position) Offeror Business Name

SIGN WHERE APPLICABLE



CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

CONFLICT OF INTEREST

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced bids/request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor.

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School’s Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**



Signature: _____ Date _____

Name of Person Signing (typed or printed): _____

Title: _____

Email: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____ Email: _____

**TAOS MUNICIPAL SCHOOL DISTRICT
TERMS AND CONDITIONS**

STATEMENT OF CONFIDENTIALITY

The undersigned employee of/subcontractor to _____, hereinafter referred to as "Offeror" and/or "Contractor", agrees, during the RFP process, and during the term of the Contract between Contractor and the Taos Municipal School District (TMSD) and forever thereafter, to keep confidential all information and material provided by TMSD or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to Attachments of this RFP, and relating to any client, vendor, or other party transacting business with TMSD, and not to release, use or disclose the same except with the prior written permission of TMSD. This obligation shall survive the termination or cancellation of the Contract between Contractor and TMSD or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to TMSD, a client or customer of TMSD, or to the owner of such information, inadequately compensable in damages and that, accordingly, TMSD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.



Signature

Title

Offeror Business Name

Date