

ALAMOGORDO PUBLIC SCHOOLS REQUEST FOR PROPOSAL <u>RFP #006-2022</u> <u>RFP TITLE: E-Rate Category One</u> <u>Dark Fiber Maintenance District Wide</u> COMMODITY CODE: 83829, 96218, 91551

RFP ISSUE DATE	01/31/2022
DEADLINE FOR WRITTEN QUESTIONS	02/07/2022 @ 12:00 PM MST
APS RESPONSE TO WRITTEN QUESTIONS	02/07/2022 @ 11:59 PM MST
RFP DUE DATE AND TIME	03/07/2022 @ 3:00 PM
EVALUATION OF PROPOSALS	03/08/2022
DATE OF AWARD	03/16/2022

<u>PROPOSALS MUST BE RECEIVED BY THE DUE DATE AND TIME IN ORDER TO BE</u> <u>CONSIDERED RESPONSIVE TO THIS SOLICITATION. NO PROPOSALS WILL BE</u> <u>RECEIVED AND OR CONSIDERED AFTER THE DUE DATE AND TIME.</u>

Distric	t Contact	Information

Name/Title	Dillon Voss, Chief Procurement Officer
Phone Number	575-812-6046
E-Mail	dillon.voss@alamogordoschools.org

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Proposers may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do <u>not</u> have the authority to respond on behalf of APS. Communications directed to parties other than the Chief Procurement Officer will have no legal bearing on this RFP or the resulting contract(s). All responses from Alamogordo Public Schools will be provided in writing to all Proposers by addendum. Proposers are encouraged to submit proposals electronically via Alamogordo Public Schools vendor registry portal at the link below. <u>APS Vendor Registry Portal</u>

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I. <u>GENERAL INSTRUCTIONS</u>

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive procurement for the Alamogordo Public School District (herein-after referred to as "District" or "Agency").

It is the intent of this RFP to obtain quotes/proposals from qualified and experienced Contractors to provide high density, E-rate eligible broadband related equipment and/or services with the ability to leverage federal E-rate funds. Any contract execution by virtue of this RFP shall be subject to FCC, USAC, and applicable New Mexico Statutory Procurement requirements.

The potential Services/Pricing Agreement resulting from this RFP will consist of **Maintenance and Operations:**

On-going maintenance for all dark fiber solutions including leased dark fiber, as well as management for operations of the network equipment. Respondents will provide pricing in the applicable tab(s) in the cost pricing worksheet.

The selected Contractor may be required to provide systems and hardware solutions for the proper management, maintenance and monitoring of the system.

- 1. **<u>RFP Documentation</u>**: Proposers are expected to be familiar with all documents contained in this RFP to ensure Proposers proposals are in compliance with all provisions contained in this Request for Proposal. Proposers must notify Alamogordo Public Schools of any inconsistency or error in review of the RFP Documents.
- 2. <u>SCOPE OF WORK</u>: The District may add to or delete from the Scope of Work set forth in this RFP.
- 3. <u>Written Questions</u>: Proposers may submit written questions to offer clarity to the terms of the RFP. All questions must be submitted to the Chief Procurement Officer listed no later than the date listed in this RFP. The District will respond by addendum to the submitted written questions.
- 4. <u>Submission</u>: The Submission of a proposal constitutes that the Proposer has made all appropriate examinations, investigations and analysis and has made provision as to the cost in submitted proposal. By responding to this RFP Proposer acknowledges and agrees to the terms and conditions set forth in this RFP and by addendum.
- 5. **Incurring Cost:** The Proposer shall bear the full burden of any cost associated with the preparation, transmittal, and/or presentation of any material, equipment, system submitted in response to this RFP.
- 6. **Proposal Firm:** Responses to this RFP including price proposals shall be considered firm for One Hundred Twenty (120) days after the response due date.

- 7. Forms and Addendums: The Proposer shall be responsible for ensuring that they are in possession of the most recent copy of this RFP including any/all addendums that have been issued. No addendum will be issued later than five calendar days prior to the due date of receipt of proposals. The only addendum that may be issued within Five (5) calendar days of the receipt of Proposals is one which withdraws the RFP or one that extends the proposal receipt due date and time. It is the responsibility of the Proposer to acknowledge all addendums in their proposal.
- 8. <u>Correction and Withdrawal of Proposal</u>: Corrections are to be initialed in ink by the individual authorized to sign the proposal on behalf of the Proposer. Proposers are permitted to withdraw their proposal any time prior to the deadline of receipt of proposals by submitting a written withdrawal request to the Chief Procurement Officer.
- 9. **District Discretion:** The Alamogordo Public School District reserves its right in its sole discretion to "waive technical irregularities in the form of the bid or proposal of the low bidder or Proposer which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offered" pursuant to NMSA 1978,§13-1-132
- <u>Responsive Proposer</u>: The Chief Procurement Officer may make investigations to determine if the Proposer's proposal meets the requirement of a responsive offer as set forth in <u>§13-1-85</u> the district may reject a proposal if it is does not meet the requirements set forth in <u>§13-1-85</u>
- 11. <u>Award</u>: Alamogordo Public Schools reserves the right to award all, part, or none of the scope of work detailed in this RFP. This Request for Proposals in no way obligates Alamogordo Public Schools into entering business with any potential Proposer without a fully executed contract or purchase order.
- 12. <u>Preferences</u>: Preferences for New Mexico In-State Resident Business and Resident Veteran Business may be awarded in compliance with <u>NMSA 1978 §13-1-21</u>. Proposers will be required to provide in their proposal a current copy of their certificate issued by the New Mexico State Taxation and Revenue to receive preference scoring. In the event that a Proposers proposal is a joint venture the Proposer must state what percentage of the work will be performed by the Resident Business and/or Resident Veteran Business. Pursuant to <u>NMSA 1978 § 13-1-21 H</u>. A Proposer cannot be awarded both a Residential Preference and a Resident Veteran Preference. Pursuant to <u>NMSA 1978 §13-1-21 J</u>. New Mexico Preference shall not apply when the expenditures for this RFP include federal funds for specific purchases. (This Award will utilize federal funds preferences will not be awarded pursuant to <u>NMSA 1978 §13-1-21 J</u>.)
- <u>RFP Cancelation or rejection</u>: This Request for Proposals may be canceled and or proposals be rejected in whole or in part when deemed in the best interest of the Alamogordo Public Schools pursuant to <u>NMSA 1978 §13-1-131</u>.
- 14. <u>Multi-Award</u>: The Alamogordo Public Schools District reserves the right to multi-award contracts when necessary for adequate delivery of services pursuant to <u>NMSA, §13-1-153</u>.

15. **Board of Education Approval:** Award of resulting contract from this RFP is not considered final until approved and signed by the Alamogordo Public Schools Board of Education President or Member and the Contractor.

DEFINITIONS OF TERMINOLOGY

<u>Award of Contract</u>: shall mean a formal written notice by the Alamogordo Public Schools that a firm has been selected to enter into a contract for services. Any Notice of Award that has not resulted in a written signed bilateral Agreement between the successful Proposer and the Alamogordo Public School District, within I month of written notice of award, shall result in the termination of negotiations and not be considered an award.

Contract: means a signed bilateral agreement between the APS District and a successful Proposer/contractor for the work covered by this RFP.

Contractor: means successful Proposer awarded the contract.

Determination: means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

District: for purposes of this RFP, means the Alamogordo Public Schools Governing Board and is synonymous with the terms and acronym "Owner "and "APS".

Entity: means the Owner, Alamogordo Public Schools (APS).

Proposer: is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

Owner: is Alamogordo Public Schools District.

Proposal: is the Proposer's response to this RFP.

<u>Request for Proposals</u>: or "RFP" means all documents, attached or incorporated by reference, used for soliciting proposals.

<u>**Resident Business, Resident Contractor, Veteran Business, Veteran Contractor**</u> means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to NMSA 1978 \S 13-1-21 and \S 13-1-22.

Responsible Proposer: means a Proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

<u>Responsive Offer</u> or <u>**Responsive Proposal**</u> means an offer or proposal, which conforms to all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

<u>Selection Committee</u>: means a body constituted in accordance with NMSA 1978 <u>§ 13-1-121</u> to perform the evaluation of Proposer proposal submittals.

The terms "**must**," "**shall**," "**will**," "**is required**," or "**are required**" identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Proposer's proposal. The terms "**can**," "**may**," "**should**," "**preferably**," or "**prefers**" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Proposer's proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision on rejection will be made by the Committee Chairman.

II. SCOPE OF WORK

The District seeks on-going maintenance for all dark fiber solutions including leased dark fiber, as well as responsive management of operations to include equipment, deployment, security, traffic, and maintenance for the network systems installed. The selected Contractor may be required to provide systems and hardware solutions for the proper management, maintenance and monitoring of the system. Respondents will provide pricing in the applicable tab(s) in the attached exhibit B cost pricing worksheet .

III. SPECIFICATIONS

The Alamogordo Public School District has compiled the following list as Specifications to be met by the proposer to insure the district receives the desired service and/or product.

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

1. Maintenance and Service

Offerors must:

a) Provide a description of maintenance and services to be provided as requested in Exhibit A, (Fiber Maintenance).

2. Organizational Experience

Offerors must:

a) Provide a description of relevant corporate experience with the state government and private sector. The experience of all proposed providers must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of maintenance of Dark Fiber. All Dark Fiber maintenance services provided to private sector will also be considered;

b) Indicate how many dark fiber maintenance service agreements have been served in the last two years and what percentage of business revenue is derived from Dark Fiber Maintenance Service engagements;

c) Describe at least two project successes and failures of a Dark Fiber Maintenance Service engagement. Include how each experience improved the Offeror's services.

3. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all

members of the Evaluation Committee receive the same information. Additionally, the District reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility.

Offerors shall submit the following Business Reference information as part of Offer:

a) Client name;

b) Project description;

c) Project dates (starting and ending);

d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

IV. INSURANCE REQUIREMENTS

Liability insurance shall be on a comprehensive basis and shall include the following divisions of coverage:

Comprehensive General Liability -Premises and Operations including Broad form property damage and Contractual liability	\$2,000,000 each occurrence
Professional Liability/Errors and Omission each o	\$2,000,000 Combined single limit
Other required coverage's:	
Workers Compensation	Statutory-New Mexico (All employees and subcontractors as applicable)
Automobile Liability Insurance for Contractors Providing Vehicles OR	\$500,000 Combined single limit each occurrence
Automobile Liability Insurance for Sole Contractors/Subcontractors Using Personal Vehicles	\$100,000 each person \$300,000 limit each occurrence

PROPOSER WILL BE RESPONSIBLE FOR ALL REQUIRED INSURANCE COVERAGE AS PER THE APS STANDARD CONTRACT FOR PROFESSIONAL SERVICES (APPENDIX A) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

Coverage shall be with an insurer authorized by the State of New Mexico and shall carry a Best's rating of not less than "A" in the A.M. Best's Key Rating Guide. The Alamogordo Public Schools, its board of education, and employees must be named as Additional Insureds with respect to all of the coverages. Evidence of insurance policies and forms adequate to confirm the currency and adequacy of coverage shall be provided to the District prior to the onset of service and the contract shall be conditioned upon the approval of same by the District.

NOTE: Proposers must provide certificates of current insurance coverage.

V. PROPOSAL FORMAT

The Proposer's proposal should follow this format:

COVER LETTER

Company/Team Information

- 1. Brief history of the Company.
- 2. Type of ownership.
- 3. Statements as to size of professional staff.
- 4. Name of partner in charge, project manager, and other key team players.
- 5. Time/Date availability of firms to perform services.
- 6. Signature and contact information for the main point of contact the district should use for this RFP

TECHNICAL PROPOSAL MUST INCLUDE THE FOLLOWING:

- A. The technical proposal must be sealed and marked on the outside as follows: **TECHNICAL PROPOSAL for RFP** <u>006-2022 Dark Fiber Maintenance</u>
- B. Table of Contents
- C. Letter of Introduction and Expression of Interest
- D. Related Experience and Qualifications, of staff and management
 - a. List and describe previous experience with the Alamogordo Public Schools.
 - b. List and describe experience with other New Mexico government, private and public entities apart from educational settings if any.
 - c. Address the items listed in the scope of work and specifications
 - d. All personnel maintain the necessary and required certifications/licenses and Standard specific to the services provided, in accordance with all applicable Industry requirements, Federal, NM State, and local rules, regulations and laws. Please provide all applicable credentials
- E. References: Provide three references or contact information for clients with relevant contractual relationship to the entity
- F. Campaign Contribution Disclosure Form completed and signed (Appendix A)
- G. Prospective Contractor Conflict of Interest Certification Form completed and signed (Appendix B)
- H. Debarment/Suspension Certification Form completed and signed (Appendix C)
- I. An electronic copy of the proposal on a flash drive (Note: Item I is only required if the Proposers proposal is being delivered in physical format. If the Proposer uploads a proposal to Vendor Registry an electronic copy on a flash drive is not necessary.)

The Proposer can upload their submission to Vendor Registry via the link below

APS Open Solicitations

OR

The Proposer is required to submit ONE (1) original and Five (5) copies of proposal and the required supporting documentation if the Proposer's proposal is being mailed or delivered to APS District offices.

The Proposer is required to submit an <u>electronic copy</u> of the proposal on a <u>flash drive</u> if the **Proposer's proposal is being mailed or delivered to APS District offices**.

If the Proposer considers any part of its proposal material to be proprietary technical or business information, such material shall be prominently and clearly mark as "PROPRIETARY" or "TRADE SECRET.

Criteria	Points
Price	
E-Rate Eligible Services and/or Goods	35
Technical Proposal	
Proposal meets the needs of the District	20
Proposal is compliant with bid requirements	10
Personnel Qualifications	
Qualifications of Management	10
Qualifications of Staff	5
Prior Experience	
Similar Projects references	10
Experience with the District	10

VI. EVALUATION CRITERIA (maximum points available – 100 pts) Criteria Points

NM Resident Preference if applicable	0 possible points*
<u>0</u>	<u>r</u>
NM Resident Veteran preference if applicable	0 possible points*

TOTAL POSSIBLE POINTS: 100

*FEDERAL FUNDS TO BE UTILIZED PER <u>NMSA 1978 §13-1-21 J.</u> preferences cannot be awarded when federal funds are used for a purchase

Price Proposal

- A. The Price Proposal must be submitted separate from the technical proposal. It must be marked the same as the technical proposal and include the wording "PRICE PROPOSAL"
- B. Cover page with the name, address, and phone number of the Proposer
- C. Offerors must complete the Cost Response Form in Exhibit B. Cost will be measured by one time and recurring costs which are E-rate eligible. All charges listed on Exhibit B must be justified and evidence of need documented in the proposal.
- D. The costs reflected in your proposal must be the Lowest Comparison Price (LCP) Corresponding Cost under the E-Rate rules. LCP is defined as "the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services." Any fee schedule submitted must include labor, equipment, materials, travel, overtime, etc., as it relates to this solicitation.
- E. All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with CFR Title 47 Chapter I Subchapter B Part 54 Subpart F §54.511.

NOTE: It is the Proposer's responsibility to provide full information in order to evaluate the criteria above

CONCLUSION

Only the District is authorized to release information about projects covered by this RFP. The Proposer must refer to the District any requests to release or inspect any information that pertains to the work or activities covered by any action or award related to this RFP.

The District reserves the right to make multiple awards pursuant to NMSA, §13-1-153

For questions regarding this Request for Proposals:

Dillon Voss, Chief Procurement Officer 1211 Hawaii Ave Alamogordo, NM 88310 (575) 812-6046

Any inquiries or requests regarding this procurement should be submitted, *in writing*, to the Chief Procurement Officer. Proposers may contact ONLY the Chief Procurement Officer regarding this procurement. Other APS employees or Evaluation Committee members do <u>not</u> have the authority to respond on behalf of APS.

Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Note: Submit with Transmittal Letter/Technical Proposal

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 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 Contributions" 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 on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contributions" 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:

(Note: If you have made more than one contribution, please attach a list of the public officials you have contributed to following the format and attach the list to this document. Please write "see attached" in the blank below.) Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official on the District Board of Education: (Note: List Board of Education Member(s) here) Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date			
Title (position)	 		

APPENDIX B PROSPECTIVE CONTRACTOR CONFLICT OF INTEREST CERTIFICATION

No employee or Board of Education member of the Alamogordo Public School District has a direct or indirect interest in the prospective Contractor or in the proposed transaction (unless prospective Contractor is publicly traded company and the employee or Board of Education member's interest is less than one percent of the prospective Contractor).

Prospective Contractor neither employs nor is negotiating to employ any employee or Board of Education member of the Alamogordo Public School District.

Prospective Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the prospective Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in prospective Contractor, please identify legislator:

List below the name and social security number of any employee of the prospective Contractor or person assisting in the proposed transaction in any way who was an Alamogordo Public School District employee within the preceding 12- month period.

Certification

The undersigned hereby certifies that he/she has read the Conflict of Interest requirements as set forth in § 10-16-1 NMSA 1978 et seq. 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 prospective Contractor named below.

Signature:	Title:
Name Printed:	Date:
Company:	City:

Alamogordo Public Schools

APPENDIX C

DEBARMENT/SUSPENSION CERTIFICATION FORM

The prospective Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with any Federal department or agency or with any department or agency of the State of New Mexico, or in receipt of a notice or proposed debarment from any Federal or Public State Agency. The prospective Contractor agrees to provide immediate notice to the Alamogordo Public Schools Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or federal agency, 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. If prospective Contractor is awarded a contract, prospective Contractor agrees to provide immediate notice Schools Purchasing Department in the event of declared ineligible by any Federal or State Department in the event of a notice of proposed debarment/suspension that is received at any time during the term or any renewal term of the contract.

The undersigned hereby certifies that prospective Contractor understands and will comply with these requirements, including the requirements of 22 CRF Part 513 and § 13-1-177 NMSA 1978 et seq. and any amendments thereto. The undersigned further certifies that he/she has the authority to certify compliance for the prospective Contractor named and that the information contained in this document is true and accurate to the best of their knowledge.

The prospective Contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective Contractor is unable to certify to any of the statements in this certification, the prospective Contractor shall attach an explanation to this proposal.

Signature:	Date:	
Title:	-	
Name Typed/Printed:		
Company Name:		
Address:		

EXHIBIT A – Specifications

The District seeks on-going maintenance for all dark fiber solutions including leased dark fiber, as well as responsive management of operations to include equipment, deployment, security, traffic, and maintenance for the network systems installed. The selected Contractor may be required to provide systems and hardware solutions for the proper management, maintenance and monitoring of the system. Respondents will provide pricing in the applicable tab(s) in the cost pricing worksheet.

SCOPE OF SERVICES

Maintenance

The fiber connects the locations listed below and it is estimated that the entire fiber plant is between 10 - 12 miles.

Location Name	Latitude	Longitude	Address
Academy del Sol	32.9080406	-105.9369986	1200 N. Florida Ave Alamogordo, NM 88310
Alamogordo High School	32.8928688	-105.9488695999999 7	103 Cuba Ave Alamogordo, NM 88310
Buena Vista Elementary School	32.9120052	-105.9305956	2600 19th St Alamogordo, NM 88310
Chaparral Middle School	32.9060812	-105.9377557000000 3	1401 College Ave Alamogordo, NM 88310
Desert Star Elementary	32.8871837	-105.9462262000000 1	400 Washington Ave Alamogordo, NM 88310
Sunset Hills Elementary	32.8983567	-105.9330403000000 2	2410 E 10th St Alamogordo, NM 88310
Mountain View Middle School	32.8841245000000 1	-105.9461496999999 8	500 Washington Ave Alamogordo, NM 88310
North Elementary School	32.9034209	-105.9526171	1300 N Florida Ave Alamogordo, NM 88310
Sierra Elementary School	32.917653	-105.9493509000000 1	2211 Puerto Rico Ave Alamogordo, NM 88310
Yucca Elementary School	32.8911703	-105.9406316999999 8	310 Dale Scott Ave Alamogordo, NM 88310
Alamogordo Public School Physical Plant Complex	32.9181453	-105.9512786999999 9	2624 N Florida Ave Alamogordo, NM 88310
Alamogordo Public Schools Admin Complex Data Center	32.9080406	-105.9369986	1211 Hawaii Ave Alamogordo NM 88310

Maintenance responses are required as follows:

Responses must include scheduled routine maintenance as a monthly cost as well as unscheduled break/fix maintenance as an annual time and material cost estimate with a guaranteed SLA response time for repairs. Explanation of how the annual scheduled and unscheduled maintenance was estimated should be included.

Known issues -

Tracer wire and or metal sheath is damaged or missing for some sections of fiber.

9. Maintenance and Operations

The District requires on-going maintenance of the fiber on all Leased Dark Fiber, IRU, or self provisioned fiber solutions. <u>Include price details in the "Maintenance" worksheet of the</u> spreadsheet. Maintenance responses are required as follows:

- In the case of the third party maintenance, the offeror must hold and manage the subcontract and is ultimately responsible for the SLA.
- It is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of service. The offeror will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- As part of the maintenance contract for an IRU, the fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.

Equipment, Installation, and Management

The District requests that the offeror provide a quote for management on leased dark, IRU, or District internal fiber. Management on leased dark, IRU, or self-provisioned fiber may be bid as a stand-alone service, however, "bundled" holistic solutions will be preferred, as outlined in the evaluation criteria.

The annual management cost should include provision of:

- Maintenance and repair of necessary hardware to light the fiber path(s)
- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Creation and communication of service tickets to District escalation list
- Incident response with timing standards that are in accordance to a Offeror provided service level agreement that meets general industry standards
- Re-provisioning of equipment necessary to put circuits back into service after an outage

Respondents will perform an initial inspection and certification of the existing fiber, to be delivered in report format within 90 days of the beginning of the contract.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

- · Routine maintenance and inspection,
- · Scheduled maintenance windows and scheduling practices for planned outages,
- · Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- · Repair of fiber breaks,
- · Mean time to repair,
- · Replacement of damaged fiber,
- · Replacement of fiber which is not capable of providing 10 gbps speed.
- · Policies for customer notification regarding maintenance,
- · Process for changing procedures, including customer notification practices,
- · Process for moves adds and changes,
- Process for responding to locate requests.
- Provide a detailed diagram of the fiber plant and keep it updated with changes as they are made

Service Level Agreement

Offeror will provide a description of the proposed services and service levels provided with this response. The offeror will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal may include, but not be limited to, the following services.

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the consortium.
- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and eight (8) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.

Respondents shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

Timeline

The district desires the circuit and services to be available by July 1, 2022. All timelines will be considered and evaluated based on these preferences.

Demarcation

All solutions whether lit fiber, leased dark fiber, dark fiber IRU or self-provisioned fiber construction must terminate service or infrastructure to an existing network closet inside of the designated demarc address specified during the site walk-throughs provided in the timeline above. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

All solutions whether lit fiber, leased dark fiber, dark fiber IRU or self-provisioned fiber construction must have a connection, or point of entry, into the existing District fiber optic WAN as indicated previously, alternatives are available through discussions with the consortium.

Offeror must specify your expected demarc setup included in base fees, e.g. fiber shelf with set top box CPE and fiber or Cat6a handoff.

Connect America Fund Consideration

For each school site, the offeror must note whether the address is included in a region where the offeror has already received (or is pending receipt of) funding via the Connect America Fund. In these cases, mention how the NRC or special construction charges have been adjusted considering the other source of funding.

Required Notice to Proceed and Funding Availability

District will follow the purchasing policies of the State of New Mexico and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available

Location Name	Annual Cost 48 Month Term	Total Cost life of contract
Academy del Sol		
Alamogordo High School		
Buena Vista		
Elementary School		
Chaparral Middle		
School		
Desert Star		
Elementary		
Sunset Hills		
Elementary		
Mountain View Middle		
School		
North Elementary		
School		
Sierra Elementary		
School		
Yucca Elementary		
School		
Alamogordo Public		
School Physical Plant		
Complex		
Alamogordo Public		
Schools Admin		
Complex Data Center		
Total		